COUNTY OF LOS ANGELES
Public Health

JONATHAN E. FIELDING, M.D., M.P.H.
Director and Health Officer

JONATHAN E. FREEDMAN
Chief Deputy Director

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May 01, 2012

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

APPROVAL TO EXECUTE TWO AMENDMENTS AND THREE SOLE SOURCE SERVICE AGREEMENTS FOR HIV/AIDS ORAL HEALTH CARE SERVICES EFFECTIVE UPON DATE OF BOARD APPROVAL THROUGH FEBRUARY 28, 2015
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)

SUBJECT

Request approval to execute two amendments and three sole source agreements for the provision of HIV/AIDS oral health care services.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of the Department of Public Health (DPH), or his designee, to execute an amendment, substantially similar to Exhibit I, to AltaMed Health Services (AltaMed) Contract Number PH-000113 to: a) increase the annual funding by $385,000, increasing the annual maximum obligation from $100,000 to $485,000 effective upon date of Board approval through February 28, 2013; and b) extend the contract term for two additional 12-month periods at an annual maximum obligation of $485,000 effective March 1, 2013 through February 28, 2015, for a total contractual obligation of $1,455,000, for the provision of HIV/AIDS oral health care services, 100 percent offset by Ryan White Program (RWP) funds.

2. Approve and instruct the Director of DPH, or his designee, to execute an amendment, substantially similar to Exhibit I, to AIDS Project Los Angeles (APLA) Contract Number H 204505 to: a) increase the annual funding by $411,201, increasing the annual maximum obligation from $1,047,078 to $1,458,279 effective upon date of Board approval through February 28, 2013; and b) extend the contract term for two additional 12-month periods at an annual maximum obligation of $1,458,279 effective March 1, 2013 through February 28, 2015, for a total contractual obligation of

$4,374,837, for the provision of HIV/AIDS oral health care services, 100 percent offset by RWP funds.

3. Approve and instruct the Director of DPH, or his designee, to execute three non competitively bid (sole source) agreements, substantially similar to Exhibit II, for the term effective upon date of Board approval through February 28, 2015 with: a) City of Pasadena (COP), at an annual maximum obligation of $358,625 for a total contractual obligation of $1,075,875; b) JWCH Institute, Inc. (JWCH), at an annual maximum obligation of $312,256 for a total contractual obligation of $936,768; and, c) Watts Healthcare Corporation (Watts), at an annual maximum obligation of $318,706, for a total contractual obligation of $956,118, for the provision of HIV/AIDS oral health care services, 100 percent offset by RWP funds.

4. Delegate authority to the Director of DPH, or his designee, to execute amendments to the five oral health care service agreements that extend the term through February 28, 2017; allow for the rollover of unspent funds; adjust the term of the agreements through August 31, 2017; and/or provide an increase or a decrease in funding up to 25 percent above or below each term's annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable agreement term, subject to review and approval by County Counsel, and notification to your Board and the Chief Executive Office.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Currently there are more than 15,000 HIV positive RWP-eligible residents in Los Angeles County (County) receiving medical outpatient care services. According to HRSA, poor oral health care can greatly diminish an individual's quality of life and may further the progression of HIV disease. Access to oral health evaluation, prophylaxis and care significantly improves oral health and quality of life for people living with HIV. HRSA guidelines and the County's Standards of Care for people living with HIV require, at a minimum, an annual comprehensive oral examination. This requirement has become a significant area of concern among current medical outpatient providers due to the lack of readily available oral health care services for certain dental procedures, thus requiring long waiting periods (i.e. two to three months) for HIV patients to receive treatment. In addition, the County's Commission on HIV (COH) has also prioritized increasing oral health care capacity for the County's HIV-population. The COH supports the expansion of the County's oral health care investment. The increased investment recommended by the COH has the potential to serve nearly 3,000 new unduplicated patients resulting in over 12,000 oral healthcare visits and nearly doubling overall oral health care system capacity for the County's HIV positive indigent residents.

The County's RWP funded oral health care system funds eight providers (AltaMed Health Services Corporation, AIDS Project Los Angeles, East Valley Community Health Center, El Proyecto del Barrio, Northeast Valley Health Corporation, University of Southern California, St. Mary's Medical Center and Long Beach Comprehensive Health Center) to provide County-wide services to approximately 3,461 unduplicated clients annually. With this limited capacity to provide services, the need to increase access to oral health care is critical to improve overall individual health status and reduce unnecessary costs to the County's health care system. In addition, following the elimination of Medi-Cal's Denti-Cal Program, Ryan White is the only funder for indigent HIV positive clients.

In order to address the critical demand for oral health care services to RWP patients, DPH's Division of HIV and STD Programs (DHSP) developed a two-phase strategy to expand oral health care services. Phase one includes providing increased funds to two of the eight existing providers, APLA and AltaMed. The process used during phase one to determine capacity among existing providers began in November 2010. At the November 8, 2010, DHSP Oral Health Care Provider meeting,

providers were queried about their current capacity to expand. Six of the eight providers determined that they either did not have the capacity or were not interested in expanding. Two providers indicated they had the potential capacity to immediately accommodate expansion provided additional resources could be made available. Individual discussion with each of the two providers ensued to determine scope of capacity for expansion, followed by site visits confirming actual available dental space capacity for expansion. DHSP determined current provider capacity could expand to provide dental services to an additional 1,484 unduplicated new clients annually.

Although the current provider capacity to expand delivery of services is significant and potentially creates access to dental care for 1,484 new unduplicated clients annually, oral health care would continue to remain inaccessible to approximately 10,000 HIV positive County indigent residents receiving medical outpatient care through RWP-funded services. Therefore, DHSP concluded that new providers would have to be quickly identified and engaged in delivering oral health care services to help close the gap in dental care. A county-wide search utilizing the Department of Public Social Services' Public Private Partners (PPP) directory was conducted. to identify existing potential oral health care providers within identified geographic areas of need that could begin providing oral health care services to the target population immediately upon entering into an agreement with DPH, and that had demonstrated successful experience working with the target population. In an effort to align oral health services with medical provider sites, DHSP sought to expand oral health care services with PPP sites that already provide medical and oral health care services through other payer sources (Medi-Cal, Medicare, HWLA). This allows for greater flexibility for clients and for leveraging other funds at these sites for the provision of services to ensure that RWP funds are used as a last resort. In addition, DHSP is striving to align medical care with ancillary services in single locations throughout the County in order to develop medical home models for health care delivery, consistent with client feedback and best practices literature, which is why COP, JWCH and Watts were chosen as new sites to provide oral health care services under DPH contracts. All three providers currently have DPH medical outpatient contracts and/or subcontracts, and are currently providing oral health services without DPH funds. Entering into sole source contracts with these providers would help DHSP align medical care with ancillary care and provide clients with access to these expanded services at one-stop locations.

By increasing funding and expanding the services under the existing agreements with two providers and entering into sole source agreements with three additional providers, oral healthcare services will become available and accessible for approximately 2,937 new unduplicated HIV-positive County residents, significantly reducing the service gap for oral healthcare services to the County's underserved HIV-positive client population. As capacity is increased among these existing medical/oral health care providers, DHSP will continue assessing the further enhancement of dental services. In phase two of reviewing capacity, in the next six to nine months DHSP will look at both existing medical/oral healthcare providers and providers who are not currently funded to provide these services but have the capacity to do so to assist with our efforts of aligning resources with the Commission on HIV allocation, until DHSP solicits the entire oral healthcare services category.

In 1994, DHSP, then the Office of AIDS Programs and Policy, released a Request for Concept Papers (RFCP) which included the oral health care service category. APLA, Northeast Valley and USC School of Dentistry were awarded agreements to provide oral health care services.
On May 26, 2009, the Board approved oral health care sole source agreements with AltaMed and East Valley. These agencies were identified as sole source providers based on existing oral health care infrastructure that allowed the rapid commencement of expanded oral health care services. In addition, the Board approved the inclusion of oral health care services to existing medical outpatient service (AOM) agreements with St. Mary Medical and El Proyecto Del Barrio. These were the only two providers in their respective SPAs (3 and 7) with current oral health care expansion capacity and

HIV-positive clients served through their existing AOM agreements. DHSP is currently assessing a feasible timeline to deploy new services under a Request for Proposal (RFP), but due to the upcoming shift of medical outpatient services to a fee-for-service model and lack of current staff capacity, the development and release of this RFP will be delayed until issues related to client migration and the new AOM contracts due to Healthy Way LA (HWLA) are resolved. Additionally, DHSP is receiving technical assistance from HRSA around methodologies for assessing and expanding oral health services, and until the technical assistance is complete, the final plan for expansion cannot be finalized. Given the critical need of meeting the high client demand of oral health services, it is imperative that DHSP move forward with phase 1 and phase 2, until an RFP for oral health care can be deployed.

Approval of Recommendations 1 and 2 will allow DPH to increase the availability of oral health care services to an additional 1,484 unduplicated clients annually in Service Planning Areas (SPAs) 2 thru 8. Current patient demand for oral health care services at APLA and AltaMed is exceeding available services, resulting in a two to three month waiting list for HIV-positive RWP eligible residents in the County. Increasing the contractual obligation for these sites will provide additional resources to help the agencies meet the need to expand their services and with increased funding will be able to bring on more staff and increase the number of days oral healthcare services can provided. These agencies are currently underfunded to meet the increasing demand for oral health services.

Approval of Recommendation 3 will allow the expansion of oral healthcare services to an additional 1,453 unduplicated HIV-positive RWP eligible clients on an annual basis. Approval of the three sole source agreements will enable DPH to expand the delivery of oral healthcare services in SPAs 3, 4, and 6.

Approval of Recommendation 4 will allow DPH to execute amendments to extend and/or adjust the term of the agreements; rollover unspent funds; and/or increase or decrease funding up to 25 percent above or below the annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable agreement term. This recommended action will enable DPH to amend agreements to adjust the term for a period of up to six months beyond the expiration date. Such amendments will only be executed if and when there is an unanticipated extension of the term of the applicable grant funding to allow additional time to complete services and utilize grant funding. This authority is being requested to enhance DPH's efforts to expeditiously maximize grant revenue, consistent with Board Policy 4.070: Full Utilization of Grant Funds.

Recommendation 4 will also enable DPH to amend the agreements to allow for the provision of additional units of funded oral healthcare services that are above the service level identified in the current agreement and/or the inclusion of unreimbursed eligible costs, based on the availability of grant funds and grant funder approval. While the County is under no obligation to pay a contractor beyond what is identified in the original executed agreement, the County may determine that the contractor has provided evidence of eligible costs for qualifying contracted services and that it is in the County's best interest to increase the maximum contract obligation as a result of receipt of additional grant funds or a determination that funds should be reallocated. This recommendation has no impact on net County cost.

Implementation of Strategic Plan Goals

The recommended actions support Goal 4, Health and Mental Health, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The total program cost for the two amendments in Recommendations 1 and 2 is $4,682,759, consisting of $2,011,858, in RWP Part A funds and $2,670,901 in RWP Minority AIDS Initiative (MAI) funds for the period effective upon date of Board Approval through February 28, 2015. The total program cost of the three agreements in Recommendation 3 is $2,968,761, 100 percent in RWP MAI funds for the period effective upon date of Board Approval through February 28, 2015.

Funding is included in DPH's fiscal year (FY) 2011-12 Final Budget, will be included in DPH's FY 2012-13 Adopted Budget, and will be included in future FYs, as necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

As required under Board Policy 5.120 and Board Policy 5.100, your Board was notified on March 15, 2012 of DPH's request to increase or decrease funding up to 25 percent above or below the annual base maximum obligation and DPH's intent to enter into negotiations for Board-approved sole source contracts in excess of $250,000.

County Counsel has approved Exhibits I and II as to form. Attachment A is the signed Sole Source Checklist.

CONTRACTING PROCESS

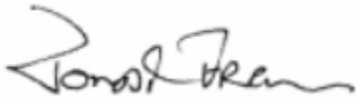
On February 8, 2011, seven agreements were approved by your Board for the provision of oral health care services through February 28, 2013. The Long Beach Comprehensive Health Center is also funded to provide services through a memorandum of understanding. Of the eight providers, DPH is currently requesting approval to amend agreements with two in order to increase funding to provide additional oral healthcare services. The requested amendments will extend the services through February 28, 2015. These agencies were chosen based on their ability to rapidly increase the availability of oral healthcare services to meet the increased patient demand for this service and these agencies are currently underfunded to meet the increasing demand for these services.

COP, JWCH, and Watts are being recommended for sole source agreements because they meet the criteria to provide oral healthcare services immediately and have experience delivering oral healthcare services to the target population. DHSP is striving to align medical care with ancillary services in single locations throughout the County in order to develop "one-stop-shopping" models for healthcare delivery, consistent with client feedback and best practices literature. All three of these agencies currently have DHSP medical outpatient contracts and/or subcontracts, which helps us to achieve the "one-stop-shopping model. COP has a long history of providing HIV services in an area of high need within SPA 3, and has the capacity to provide oral healthcare services to 520 new unduplicated clients. JWCH is located within a high need area in SPA 4, serves the Skid Row homeless population, provides medical care services to HIV-positive clients, and currently operates a dental clinic with seven operatories and has the capacity to expand their oral health care services to 533 new unduplicated HIV-positive clients. Although, we have existing oral services in SPA 4, (APLA), they serve an entirely different area of SPA 4, and clients seeking dental services at APLA are not the same clients who would seek services in the downtown/skid row areas where JWCH dental services are provided. Watts has a history of providing high quality medical services to HIV-positive clients in a high need area within SPA 6 and has a full service dental clinic and, with additional resources, has the capacity to expand delivery of oral healthcare services to 400 new unduplicated HIV-positive clients.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow immediate implementation of the COH's priorities to increase oral healthcare services and will provide crucial preventative, restorative, surgical, and prosthetic dental services to approximately 2,937 new unduplicated HIV-positive County residents who are unable to obtain these services through the County's current oral healthcare investment. Approval of the recommended actions will also advance DHSP's strategy of establishing medical homes for RWP clients thus improving client retention and health outcomes.

Respectfully submitted,



JONATHAN E. FIELDING, M.D., M.P.H.
Director and Health Officer

JEF:mjp:jlm

Enclosures

c: Chief Executive Officer
Acting County Counsel
Executive Officer, Board of Supervisors

Contract No.: _____

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
ORAL HEALTH CARE (DENTAL) SERVICES AGREEMENT**

Amendment No. __

THIS AMENDMENT is made and entered into this _____ day of _____, 2012.

by and between COUNTY OF LOS ANGELES (hereafter "County"),

and _____ (hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled “HUMAN IMMUNODEFICIENCY VIRUS (HIV)/ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS) ORAL HEALTH CARE (DENTAL) SERVICES AGREEMENT”, dated _____, and further identified as Agreement No. _____, and any Amendments thereto (all hereafter “Agreement”); and

WHEREAS, County has been awarded grant funds from the U.S. Department of Health and Human Services (hereafter "DHHS"), Catalog of Federal Domestic Assistance (CFDA) Number 93.914; which is authorized by the Ryan White Comprehensive AIDS Resources Emergency Act of 1990, its amendments of 1996, and Subsequent Reauthorizations of the Act (hereafter “Ryan White Program”); and

WHEREAS, County has established Division of HIV and STD Programs (hereafter "DHSP") formerly known as Office of AIDS Programs and Policy (OAPP) under the administrative direction of County's Department of Public Health (hereafter "DPH"); and

WHEREAS, it is the intent of the parties hereto to extend Agreement and provide other changes set forth herein; and

WHEREAS, said Agreement provides that changes may be made in the form of a written Amendment which is formally approved and executed by the parties; and

WHEREAS, the Amendment Format has been approved by County Counsel.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall be effective on date of Board Approval.

2. The first paragraph of Paragraph 1, TERM shall be amended to read as follows:

"1. TERM: The term of this Agreement shall commence on _____ and continue in full force and effect through February 28, 2015, subject to termination based on the availability of Federal, State, or County funding sources. In any event, County may terminate this Agreement in accordance with the TERMINATION Paragraphs of the ADDITIONAL PROVISIONS hereunder."

3. Paragraph 2, DESCRIPTION OF SERVICES, shall be amended to read as follows:

"2. DESCRIPTION OF SERVICES: Contractor shall provide the services described in Exhibit(s), and Schedule(s) attached hereto and incorporated herein by reference."

4. Paragraph 4, MAXIMUM OBLIGATION OF COUNTY, Subparagraph _, shall be amended, Subparagraphs ___ and ___, shall be added to read as follows:

"4. MAXIMUM OBLIGATION OF COUNTY:

__ During the period of March 1, 2012 through February 28, 2013, the maximum obligation of County for all services provided hereunder shall not exceed _____ Dollars ($_____).

Such maximum obligation is comprised entirely of _____ funds. This sum represents the total maximum obligation of County as shown in Schedule(s) __, attached hereto and incorporated herein by reference.

__ During the period of March 1, 2013 through February 28, 2014, the maximum obligation of County for all services provided hereunder shall not exceed _____ Dollars ($_____).

Such maximum obligation is comprised entirely of _____ funds. This sum represents the total maximum obligation of County as shown in Schedule __, attached hereto and incorporated herein by reference.

__. During the period of March 1, 2014 through February 28, 2015, the maximum obligation of County for all services provided hereunder shall not exceed _____ Dollars ($_____).

Such maximum obligation is comprised entirely of _____ funds. This sum represents the total maximum obligation of County as shown in Schedule __, attached hereto and incorporated herein by reference."

5. Paragraph 5, COMPENSATION, shall be revised to read as follows:

"5. COMPENSATION: County agrees to compensate Contractor for performing services hereunder for actual reimbursable net cost as set forth in Schedules ____ and ___, and the BILLING AND PAYMENT Paragraph of the Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets."

6. Paragraph 7, FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS, Subparagraph A, shall be amended to read as follows:

"7. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

A. Upon Director's specific written approval, County may increase or decrease the funding or reallocate funds to an Exhibit(s), Schedule(s) and/or Budget(s) category in this Agreement where such funds can be more effectively used by Contractor, up to twenty-five (25%) above or below each term's annual base maximum obligation and make

corresponding service adjustments, as necessary, based on the following: (1) if additional monies are available from federal, State, or County funding sources; (2) if a reduction of monies occur from federal, State, or County funding sources; and/or (3) if County determines from reviewing Contractor's records of service delivery and billings to County that a significant underutilization of funds provided under this Agreement will occur over its term.

All funding adjustments and reallocation as allowed under this Paragraph may be effective upon amendment execution or at the beginning of the applicable contract term, to the extent allowed by the funding source, following the provision of written notice from Director, or his/her designee, to Contractor. Reallocation of funds in excess of the aforementioned amount shall be approved by County's Board of Supervisors. Any change to the County maximum obligation or reallocation of funds to an Exhibit, Schedule and/or Budget category in this Agreement shall be effectuated by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement."

7. Paragraph 12, GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES, Subparagraphs C and D, shall be amended to read as follows:

"12. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES:

C. Cancellation of or Changes in Insurance: Contractor shall provide County with, or Contractor's insurance policies shall contain a

provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Agreement.

D. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement."

8. Paragraph 34, COUNTY'S QUALITY ASSURANCE PLAN, of ADDITIONAL PROVISIONS shall be amended to read as follows:

"34, COUNTY'S QUALITY ASSURANCE PLAN: County or its agent will evaluate Contractor's performance under this Agreement on not less than an

annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option."

9. Effective on the date of this Amendment, Exhibit(s) ____, SCOPE(S) OF WORK FOR HIV/AIDS ORAL HEALTH CARE (DENTAL) SERVICES, shall be attached hereto and incorporated herein by reference.

10. Effective on the date of this Amendment, Schedule(s) ____ and ____, BUDGET(S) FOR HIV/AIDS ORAL HEALTH CARE (DENTAL) SERVICES, shall be attached hereto and incorporated herein by reference.

11. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Director of Public Health, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Jonathan E. Fielding, M.D., MPH
Director and Health Officer

_____
Contractor

By _____
Signature

_____
Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
JOHN F. KRATTLI
Acting County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Patricia Gibson, Chief
Contracts and Grants Division

BL# 02160:jlm

Contract No.: _____

EXHIBIT ___

«Agency_Name_ALL_CAPS»

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
ORAL HEALTH CARE (DENTAL) SERVICES**

1. Paragraph 4, COUNTY'S MAXIMUM OBLIGATION, shall be replaced in its entirety to read as follows:

"4. COUNTY'S MAXIMUM OBLIGATION:

A. During the period of March 1, 2012 through February 28, 2013, that portion of County's maximum obligation which is allocated under the exhibit for HIV/AIDS oral health care services shall not exceed _____ Dollars ($_____).

B. During the period of March 1, 2013 through February 28, 2014, that portion of County's maximum obligation which is allocated under the exhibit for HIV/AIDS oral health care services shall not exceed _____ Dollars ($_____).

C. During the period of March 1, 2014 through February 28, 2015, that portion of County's maximum obligation which is allocated under the exhibit for HIV/AIDS oral health care services shall not exceed _____ Dollars ($_____)."

2. Paragraph 5, COMPENSATION, shall be amended to read as follows:

"5. COMPENSATION: County agrees to compensate Contractor for performing services hereunder for actual reimbursable net costs as set forth in

Schedule «Schedule_Numbers», and the BILLING AND PAYMENT Paragraph of the Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets."

3. The first paragraph of Paragraph 8, SERVICE DELIVERY SITES, shall be amended to read as follows:

"8. SERVICE DELIVERY SITES: Contractor's facility where services are to be provided hereunder is located at: «Service_Delivery_Site_Address».

4. Paragraph 9, SERVICES TO BE PROVIDED, Subparagraphs H, I, J, and K, shall be amended to read as follows:

"9. SERVICES TO BE PROVIDED:

H. Contractor shall provide oral health care services to a minimum of _____ (___) unduplicated positive RWP-eligible clients during the period of March 1, 2012 through February 28, 2013.

Contractor shall provide oral health care services to a minimum of _____ (___) unduplicated clients during the period of March 1, 2013 through February 28, 2014.

Contractor shall provide oral health care services to a minimum of _____ (___) unduplicated clients during the period of March 1, 2014 through February 28, 2015.

I. Contractor shall provide a minimum of _____ (___) diagnostic dental procedures as determined by individual client need during the period of Date of Board Approval through February 28, 2013.

Contractor shall provide a minimum of _____ (___) diagnostic dental procedures as determined by individual client need during the period of March 1, 2013 through February 28, 2014.

Contractor shall provide a minimum of _____ (___) diagnostic dental procedures as determined by individual client need during the period of March 1, 2014 through February 28, 2015.

J. Contractor shall provide a minimum of _____ (___) prophylactic dental procedures at least once annual per client during the period of Date of Board Approval through February 28, 2013.

Contractor shall provide a minimum of _____ (___) prophylactic dental procedures at least once annual per client during the period of March 1, 2013 through February 28, 2014.

Contractor shall provide a minimum of _____ (___) prophylactic dental procedures at least once annual per client during the period of March 1, 2014 through February 28, 2015.

K. Contractor shall provide a minimum of _____ (___) dental procedures as determined by individual client need during the period of Date of Board Approval through February 28, 2013.

Contractor shall provide a minimum of _____ (___) dental procedures as determined by individual client need during the period of March 1, 2013 through February 28, 2014.

Contractor shall provide a minimum of _____ (___) dental procedures as determined by individual client need during the period of March 1, 2014 through February 28, 2015."

5. Paragraph 20, EVALUATION, shall be removed.

6. Paragraph 20, RYAN WHITE SERVICE STANDARDS, shall be added to read as follows:

"20. RYAN WHITE SERVICE STANDARDS:

A. Contractor shall maintain materials documenting Consumer Advisory Board's (CAB) activities and meetings: Documentation shall consist of but, shall not be limited to:

(1) CAB Membership;

(2) Dated meetings;

(3) Dated minutes;

(4) A review of agency's bylaws; or

(5) An acceptable equivalent.

The CAB shall regularly implement and establish:

(a) Satisfactory survey tool;

(b) Focus groups with analysis and use of documented results, and/or;

(c) Public meeting with analysis and use of documented results;

(d) Maintain visible suggestion box; or

(e) Other client input mechanism.

B. Contractor shall develop policies and procedures to ensure that services to clients are not denied based upon clients':

(1) Inability to produce income;

(2) Non-payment of services;

(3) Requirement of full payment prior to services.

Additionally, sliding fee scales, billing/collection of co-payment and financial screening must be done in a culturally appropriate manner to assure that administrative steps do not present a barrier to care and the process does not result in denial of services to eligible clients.

C. Contractor shall develop a plan for provision of services to ensure that clients are not denied services based upon pre-existing and/or past health conditions. This plan shall include but, is not limited to:

(1) Maintaining files of eligibility and clinical policies;

(2) Maintaining files on individuals who are refused services and the reason for the refusal.

(a) Documentation of eligibility and clinical policies to ensure that they do not:

(i) Permit denial of services due to pre-existing conditions;

(ii) Permit denial of services due to non-HIV related conditions (primary care);

(iii) Provide any other barriers to care due to a person's past or present health condition.

D. Contractor shall ensure that its agency‘s policies and procedures comply with the American with Disabilities Act (ADA) requirements. These requirements shall include but, is not be limited to:

(1) A facility that is handicapped accessible;

(2) Accessible to public transportation;

(3) Provide means of transportation, if public transportation is not accessible;

(4) Transportation assistance.

E. Contractor shall develop and maintain files documenting agency’s activities for promotion of HIV related services to low-income individuals. Documentation shall include copies of:

(1) HIV program materials promoting services;

(2) Documentation explaining eligibility requirements;

(3) HIV/AIDS diagnosis;

(4) Low income supplemental;

(5) Uninsured or underinsured status;

(6) Determination of eligibility and enrollment in other third party insurance programs including Medicaid and Medicare;

(7) Proof of compliance with eligibility as defined by Eligibility Metropolitan Area (EMA), Transitional Grant Areas (TGA), or State of California;

(8) Document that all staff involved in eligibility determination have participated in required training;

(9) Ensure that agency's data report is consistent with funding requirements.

F. Contractor shall ensure that its policies and procedures classify veterans who are eligible for Veteran Affairs (VA) benefits. Those classified as uninsured, thus are exempt as veterans from "payor of last resort" requirement.

G. Contractor shall develop and maintain approved documentation for:

(1) An employee Code of Ethics;

(2) A Corporate Compliance Plan (for Medicare and Medicaid providers);

(3) Bylaws and policies that include ethics standards or business conduct practices.

H. Contractor shall ensure that all employees have criminal background clearances and/or an exemption prior to employment. Documentation shall be maintained on file, including but, is not limited to:

(1) Penalties and disclosure procedures for conduct/behavior deemed to be felonies; and

(2) Safe Harbor Laws.

I. Contractor shall maintain accurate records concerning the provision of behavioral health care services.

(1) Contractor shall have adequate written policies and procedures to discourage soliciting cash or in-kind payments for:

(a) Awarding contracts;

(b) Referring Clients;

(c) Purchasing goods or service;

(d) Submitting fraudulent billing;

(2) Contractor shall maintain and develop adequate written policies and procedures that discourage:

(a) Hiring of persons with a criminal record

(b) Hiring of persons being investigated by Medicare or Medicaid;

(c) Exorbitant signing packages or large signing bonuses;

(d) Premiums or services in return for referral of consumers;

(e) Induce the purchase of items or services; and/or

(f) Use of multiple charge masters or payment schedules:

(i) Self paying clients;

(ii) Medicare/Medicaid paying clients; or

(iii) Personal or private insurance companies .

J. Contractor shall develop an anti-kickback policy to include but, is not limited to:

(1) Implications;

(2) Appropriate uses; and

(3) Application of safe harbors laws.

Additionally, Contractor shall comply with Federal and State anti-kickback statues, as well as the “Physician Self –referral Law” or similar regulations.

K. The following activities are prohibited by law and shall not be engaged in by Contractor:

(1) Making any statement of any kind in claim for benefits which are known or should have been known to be false;

(2) Retain funds from any program for services not eligible;

(3) Pay or offer to pay for referral of individuals for services;

(4) Receive any payment for referral of individual for services;

(5) Conspire to defraud entitlement programs or other responsible employee or contractors;

(6) In any way prevent delay or delay communication of information or records;

(7) Steal any funds or other assets.

L. In addition, Contractor shall ensure that the plan include procedures for the reporting of possible non-compliance and information regarding possible corrective action and/or sanctions which might result from non-compliance.

SCHEDULE «Schedule_Numbers»

«Agency_Name_ALL_CAPS»

HIV/AIDS ORAL HEALTH CARE (DENTAL) SERVICES

	Budget Period Date of Board Approval through February 28, 2013
Salaries	$ -0-
Employee Benefits	$ -0-
Travel	$ -0-
Equipment	$ -0-
Supplies	$ -0-
Other	$ -0-
Consultants/Subcontracts	$ -0-
Indirect Cost	$ -0-
TOTAL PROGRAM BUDGET	$ -0-

During the term of this Agreement, any variation to the above budget must have prior written approval of the Division of HIV and STD Programs's Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

SCHEDULE «Schedule_Numbers»

«Agency_Name_ALL_CAPS»

HIV/AIDS ORAL HEALTH CARE (DENTAL) SERVICES

	Budget Period March 1, 2013 through February 28, 2014
Salaries	$ -0-
Employee Benefits	$ -0-
Travel	$ -0-
Equipment	$ -0-
Supplies	$ -0-
Other	$ -0-
Consultants/Subcontracts	$ -0-
Indirect Cost	$ -0-
TOTAL PROGRAM BUDGET	$ -0-

During the term of this Agreement, any variation to the above budget must have prior written approval of the Division of HIV and STD Programs's Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

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HIV/AIDS ORAL HEALTH CARE (DENTAL) SERVICES

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Salaries	$ -0-
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Supplies	$ -0-
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Indirect Cost	$ -0-
TOTAL PROGRAM BUDGET	$ -0-

During the term of this Agreement, any variation to the above budget must have prior written approval of the Division of HIV and STD Programs's Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

Attachment 1

SERVICE DELIVERY SITE QUESTIONNAIRE

SERVICE DELIVERY SITES

TABLE 1

Site# 1 of 1

1 Agency Name: _____

2 Executive Director: _____

3 Address of Service Delivery Site: _____

_____ California

4 In which Service Planning Area is the service delivery site?

_____ One: Antelope Valley	_____ Two: San Fernando Valley
_____ Three: San Gabriel Valley	_____ Four: Metro Los Angeles
_____ Five: West Los Angeles	_____ Six: South Los Angeles
_____ Seven: East Los Angeles	_____ Eight: South Bay

5 In which Supervisorial District is the service delivery site?

_____ One: Supervisor Molina	_____ Two: Supervisor Ridley-Thomas
_____ Three: Supervisor Yaroslavsky	_____ Four: Supervisor Knabe
_____ Five: Supervisor Antonovich	

6 Based on the number of dental procedures to be provided at this site, what percentage of your allocation is designated to this site? 100%

SERVICE DELIVERY SITE QUESTIONNAIRE

CONTRACT GOALS AND OBJECTIVES

TABLE 2 - REVISED

March 1, 2012 through February 28, 2013

Enter number of Oral Health Care Services Contract Goals and Objective by Service Delivery Site(s).

Please note: "No. of Clients" will refer to the number of **unduplicated** clients.

Contract Goals and Objectives	**Unduplicated Clients**	**Diagnostic Dental Procedures**	**Prophylactic Dental Procedures**	**Dental Procedures**
Service Unit	Contracted No. of Clients	No. of Procedures	No. of Procedures	No. of Dental Procedures
Site # 1	«Min_Unduplicated_Clients_numbers»	«Min_Diagnostic_Dental_numbers»	«Min_Prophylactic_numbers»	«Min_Dental_Procedures_numbers»
Site # 2				
Site # 3				
Site # 4				
Site # 5				
Site # 6				
Site # 7				
Site # 8				
Site # 9				
TOTAL	«Min_Unduplicated_Clients_numbers»	«Min_Diagnostic_Dental_numbers»	«Min_Prophylactic_numbers»	«Min_Dental_Procedures_numbers»

SERVICE DELIVERY SITE QUESTIONNAIRE

CONTRACT GOALS AND OBJECTIVES

TABLE 2

March 1, 2013 through February 28, 2014

Enter number of Oral Health Care Services Contract Goals and Objective by Service Delivery Site(s).

Please note: "No. of Clients" will refer to the number of **unduplicated** clients.

Contract Goals and Objectives	**Unduplicated Clients**	**Diagnostic Dental Procedures**	**Prophylactic Dental Procedures**	**Dental Procedures**
Service Unit	Contracted No. of Clients	No. of Procedures	No. of Procedures	No. of Dental Procedures
Site # 1	«Min_Unduplicated_Clients_numbers»	«Min_Diagnostic_Dental_numbers»	«Min_Prophylactic_numbers»	«Min_Dental_Procedures_numbers»
Site # 2				
Site # 3				
Site # 4				
Site # 5				
Site # 6				
Site # 7				
Site # 8				
Site # 9				
TOTAL	«Min_Unduplicated_Clients_numbers»	«Min_Diagnostic_Dental_numbers»	«Min_Prophylactic_numbers»	«Min_Dental_Procedures_numbers»

SERVICE DELIVERY SITE QUESTIONNAIRE

CONTRACT GOALS AND OBJECTIVES

TABLE 2

March 1, 2014 through February 28, 2015

Enter number of Oral Health Care Services Contract Goals and Objective by Service Delivery Site(s).

Please note: "No. of Clients" will refer to the number of **unduplicated** clients.

Contract Goals and Objectives	**Unduplicated Clients**	**Diagnostic Dental Procedures**	**Prophylactic Dental Procedures**	**Dental Procedures**
Service Unit	Contracted No. of Clients	No. of Procedures	No. of Procedures	No. of Dental Procedures
Site # 1	«Min_Unduplicated_Clients_numbers»	«Min_Diagnostic_Dental_numbers»	«Min_Prophylactic_numbers»	«Min_Dental_Procedures_numbers»
Site # 2				
Site # 3				
Site # 4				
Site # 5				
Site # 6				
Site # 7				
Site # 8				
Site # 9				
TOTAL	«Min_Unduplicated_Clients_numbers»	«Min_Diagnostic_Dental_numbers»	«Min_Prophylactic_numbers»	«Min_Dental_Procedures_numbers»

EXHIBIT II

Contract No: PH-Pending

HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
ORAL HEALTH CARE (DENTAL) SERVICES AGREEMENT

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Contract No.: PH-Pending

HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
ORAL HEALTH CARE (DENTAL) SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2012.

by and between COUNTY OF LOS ANGELES (hereafter "County"),

and _____ (hereafter "Contractor").

WHEREAS, California Health and Safety Code Section 101025 places upon County's Board of Supervisors the duty to preserve and protect the public's health; and

WHEREAS, California Health and Safety Code Section 101000 requires County's Board of Supervisors to appoint a County Health Officer, who is also the Director of County's Department of Public Health, to prevent the spread or occurrence of contagious, infectious, or communicable diseases within the jurisdiction of County; and

WHEREAS, County has been awarded grant funds from the U.S. Department of Health and Human Services (hereafter "DHHS"), Catalog of Federal Domestic Assistance (CFDA) Number 93.914; which is authorized by the Ryan White Comprehensive AIDS Resources Emergency Act of 1990, its amendments of 1996, and Subsequent Reauthorizations of the Act (hereafter “Ryan White Program”); and

WHEREAS, County has established Division of HIV and STD Programs (hereafter "DHSP") under the administrative direction of County's Department of Public Health (hereafter "DPH"); and

WHEREAS, County's DHSP is responsible for County's AIDS programs and services; and

WHEREAS, the term "Director" as used herein refers to County's Director of DPH or his/her authorized designee(s); and

WHEREAS, County is authorized by Government Code Section 26227 and otherwise to contract for services hereunder; and

WHEREAS, County is authorized by Government Code Section 53703 to do all acts necessary to participate in any Federal program whereby Federal funds are granted to County for purposes of health, education, welfare, public safety, and law enforcement which have not been preempted by State law; and

WHEREAS, it is established by virtue of County's receipt of grant funds under the Ryan White Program that County is one of the local areas hardest "hit" by the AIDS epidemic; and

WHEREAS, Contractor is familiar with the Ryan White Program, incorporated herein by this reference, and its intent to improve the quality, availability, coordination, efficiency and organization of care, treatment, and support services for HIV infected individuals and families; and

WHEREAS, funds received under the Ryan White Program will be utilized to supplement, not supplant, State, federal, or local funds made available in the year for which funding is awarded to provide HIV-related services to individuals with HIV disease; and

WHEREAS, as a recipient of Ryan White Program funds, Contractor will participate in the Los Angeles County Eligible Metropolitan Area (EMA) HIV continuum of Care; and

WHEREAS, as a recipient of Ryan White Program funds, Contractor must actively collaborate and recruit referrals from service organizations and agencies beyond the Ryan White Program service delivery system, including, but not limited to, substance abuse, mental health, primary health care and social services organizations; and

WHEREAS, as a recipient of Ryan White Program funds, Contractor's referrals to and from organizations must be noted and tracked in the DHSP service utilization data system, and followed up in cases where the client does not make or present for appointment, in accordance with Contractor's referral guidelines; and

WHEREAS, Contractor agrees to abide by the requirements of the funding source and all regulations issued pursuant thereto; and

WHEREAS, Contractor possesses the competence, expertise, facilities, and personnel to provide the services contemplated hereunder; and

WHEREAS, it is the intent of the parties hereto to enter into Agreement to provide HIV/AIDS residential services for compensation, as set forth herein; and

WHEREAS, this Agreement is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; and

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM: The term of this Agreement shall commence Date of Board Approval and continue in full force and effect through February 28, 2015.

The contract term shall be one (1) ten (10) month period and two (2) twelve (12) month periods. The Agreement has been authorized for three contract terms with a two-year optional renewal through February 28, 2017. The renewal option will be at the sole discretion of the Director of Public Health or his designee. Continued funding beyond the initial term will be dependent upon Contractor performance and the availability of funding.

In any event, this Agreement may be canceled or terminated at any time by either party, with or without cause, upon the giving of at least thirty (30) calendar days advance written notice to the other party. Further, County may also suspend the performance of services hereunder, in whole or in part, and with or without cause, upon the giving of at least a thirty (30) calendar days advance written notice to Contractor. County's notice shall set forth the reasons for the suspension, the extent of the suspension and the requirements for full restoration of the performance obligations.

Notwithstanding any other provision of this Agreement, the failure of Contractor or its officers, employees, agents, or subcontractors, to comply with any of the terms of this Agreement or any written directions by or on behalf of County issued pursuant hereto shall constitute a material breach hereto, and this Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

2. DESCRIPTION OF SERVICES:

A. Contractor shall provide the services described in Exhibit(s) and Schedules(s), and all attachments to those exhibits, attached hereto and incorporated herein by reference.

B. Contractor acknowledges that the quality of service(s) provided under this Agreement shall be at least equivalent to that which Contractor provides to all other clients it serves.

3. NONEXCLUSIVITY: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict (Department) from acquiring similar, equal or like goods and/or services from other entities or sources.

4. MAXIMUM OBLIGATION OF COUNTY:

A. During the period of date of Board Approval through February 28, 2013, the maximum obligation of County for all services provided hereunder shall not exceed _____ Dollars ($_____).

Such maximum obligation is comprised entirely of _____ funds. This sum represents the total maximum obligation of County as shown in Schedule 1, attached hereto and incorporated herein by reference.

B. During the period of March 1, 2013 through February 28, 2014, the maximum obligation of County for all services provided hereunder shall not exceed _____ Dollars ($_____).

Such maximum obligation is comprised entirely of _____ funds. This sum represents the total maximum obligation of County as shown in Schedule 2, attached hereto and incorporated herein by reference.

C. During the period of March 1, 2014 through February 28, 2015, the maximum obligation of County for all services provided hereunder shall not exceed _____ Dollars ($_____).

Such maximum obligation is comprised entirely of _____ funds. This sum represents the total maximum obligation of County as shown in Schedule 3, attached hereto and incorporated herein by reference.

5. COMPENSATION: County agrees to compensate Contractor for performing services hereunder for actual reimbursable net cost as set forth in Schedules 1, 2 and 3, and the BILLING AND PAYMENT Paragraph of the Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

6. BILLING AND PAYMENT: Where applicable, County shall compensate Contractor services hereunder on a fee- for- service, cost and/or modified cost reimbursement at the set fee-for-service rate(s), actual reimbursable net costs and/or any combination thereof incurred by Contractor in performing services hereunder.

A. Monthly Billing: Contractor shall bill County monthly in arrears. All billings shall include a financial invoice and all required programmatic reports and/or data. All billing shall clearly reflect all required information as specified on forms provided by County regarding the services for which claims are to be made

and any and all payments made to Contractor by, or on behalf of, clients/patients. Billings shall be submitted to County within thirty (30) calendar days after the close of each calendar month. Within a reasonable period of time following receipt of a complete and correct monthly billing, County shall make payment in accordance with the oral health services actual reimbursable net cost schedule(s) attached hereto.

(1) Payment for all services provided hereunder shall not exceed the aggregate maximum monthly payment set out in the schedule for the corresponding exhibit attached hereto.

(2) No single payment to Contractor for services provided hereunder shall exceed the maximum monthly payment set out in the schedule(s) for the corresponding exhibit, unless prior approval from Director to exceed the maximum monthly payment has been granted pursuant to the BILLING AND PAYMENT Paragraph of this Agreement. To the extent that there have been lesser payments for services under this Agreement, the resultant savings may be used to pay for prior or future monthly billings for services in excess of the maximum monthly payment in County's sole discretion.

(3) While payments shall be made in accordance with the fee-for-service rate(s) set out in the schedule(s) hereto, Contractor, if requested by County, State, or federal representatives must be able to produce proof of actual costs incurred in the provision of units of services hereunder.

(4) If the actual costs are less than the fee-for-service rate(s) set out in the schedule(s), Contractor shall be reimbursed for actual costs.

B. Audit Settlements:

(1) If an audit conducted by federal, State, and/or County representatives finds that units of service, actual reimbursable net costs for any services and/or combination thereof furnished hereunder are lower than units of service and/or reimbursement for stated actual net costs for any services for which payments were made to Contractor by County, then payment for the unsubstantiated units of service and/or unsubstantiated reimbursement of stated actual net costs for any services shall be repaid by Contractor to County. For the purpose of this BILLING AND PAYMENT Paragraph, an "unsubstantiated unit of service" shall mean a unit of service for which Contractor is unable to adduce proof of performance of that unit of service and "unsubstantiated reimbursement of stated actual net costs" shall mean a stated actual net costs for which Contactor is unable to adduce proof of performance and/or receipt of the actual net cost for any service.

(2) If an audit conducted by federal, State, and/or County representatives finds that actual costs for a unit service provided hereunder are less than the County's payment than those units of service, then Contractor shall repay County the difference immediately upon

request or County has the right to withhold and/or offset that repayment obligation against future payments.

(3) If within forty-five (45) calendar days of termination of the contract period, such audit finds that the units of service, allowable costs of services and/or any combination thereof furnished hereunder are higher than the units of service, allowable costs of services and/or payments made by County, then the difference may be paid to Contractor, not to exceed the County Maximum Obligation.

C. The parties acknowledge that County is the payor of last resort for services provided hereunder. Accordingly, in no event shall County be required to reimburse Contractor for those costs of services provided hereunder which are covered by revenue from or on behalf of clients/patients or which are covered by funding from other governmental contracts, agreements or grants.

D. In no event shall County be required to pay Contractor for units of services and/ or reimburse Contractor for those costs of services provided hereunder which are covered by revenue from or on behalf of clients/patients or which are covered by funding from other governmental contracts, agreements or grants.

E. In no event shall County be required to pay Contractor for units of services that are not supported by actual costs.

F. In the event that Contractor's actual cost for a unit of service are less than fee-for-service rate(s) set out in the schedule(s), the Contractor shall be reimbursed for its actual costs only.

G. In no event shall County be required to pay Contractor more for all services provided hereunder than the maximum obligation of County as set forth in the MAXIMUM OBLIGATION OF COUNTY Paragraph of this Agreement, unless otherwise revised or amended under the terms of this Agreement.

H. Travel shall be budgeted and expensed according to applicable federal, State, and/or local guidelines. Prior authorization, in writing, shall be required for travel outside Los Angeles County unless such expense is explicitly approved in the contract budget. Request for authorization shall be made in writing to Director and shall include the travel dates, locations, purpose/agenda, participants, and costs.

I. Withholding Payment:

(1) Subject to the reporting and data requirements of this Agreement and the exhibit(s) attached hereto, County may withhold any claim for payment by Contractor if any report or data is not delivered by Contractor to County within the time limits of submission as set forth in this Agreement, or if such report, or data is incomplete in accordance with requirements set forth in this Agreement. This withholding may be invoked for the current month and any succeeding month or months for reports or data not delivered in a complete and correct form.

(2) Subject to the provisions of the TERM and ADMINISTRATION Paragraphs of this Agreement, and the exhibits(s) attached hereto, County may withhold any claim for payment by Contractor if Contractor has been given at least thirty (30) calendar days' notice of deficiency(ies) in compliance with the terms of this Agreement and has failed to correct such deficiency(ies). This withholding may be invoked for any month or months for deficiency(ies) not corrected.

(3) Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the deficiency(ies) noted above, County shall reimburse all withheld payments on the next regular monthly claim for payment by Contractor.

(4) Subject to the provisions of the exhibit(s) of this Agreement, if the services are not completed by Contractor within the specified time, County may withhold all payments to Contractor under this Agreement between County and Contractor until proof of such service(s) is/are delivered to County.

(5) In addition to Subparagraphs (1) through (4) immediately above, Director may withhold claims for payment by Contractor which are delinquent amounts due to County as determined by a cost report settlement, audit report settlement, or financial evaluation report, resulting from this or prior years' Agreement(s).

J. Contractor agrees to reimburse County for any federal, State, or County audit exceptions resulting from noncompliance herein on the part of Contractor or any subcontractor.

K. Fiscal Viability: Contractor must be able to carry the costs of its program without reimbursement from the contract for at least ninety (90) days at any point during the term of the contract in this Agreement.

L. Funds received under the Ryan White Program will not be utilized to make payments for any item or service to the extent that payment has been made or can be reasonably expected to be made, with respect to any item or service by:

(1) Any State compensation program, insurance policy, or any federal, State, County, or municipal health or social service benefits program, or;

(2) Any entity that provides health services on a prepaid basis.

M. Contractor Expenditure Reduction Flexibility: In order for County to maintain flexibility with regards to budget and expenditures reductions, Contractor agrees that Director may cancel this Agreement, with or without cause, upon the giving of ten (10) calendar days written notice to Contractor; or notwithstanding, ALTERATION OF TERMS of this Agreement, Director, may, consistent with federal, State, and/or County budget reductions, renegotiate the scope/description of work, maximum obligation, and budget of this Agreement via

an Administrative Amendment, as mutually agreed to and executed by the parties therein.

N. Fiscal Disclosure: Contractor shall prepare and submit to Director, within ten (10) calendar days following execution of this Agreement, a statement executed by Contractor's duly constituted officers, containing the following information:

(1) A detailed statement listing all sources of funding to Contractor including private contributions. The statement shall include the nature of the funding, services to be provided, total dollar amount, and period of time of such funding.

(2) If during the term of this Agreement, the source(s) of Contractor's funding changes, Contractor shall promptly notify the Director in writing detailing such changes.

O. Clients/Patients: In the event of termination or suspension of this Agreement, Contractor shall:

(1) If clients/patients are treated hereunder, make immediate and appropriate plans to transfer or refer all clients/patients treated under this Agreement to other agencies for continuing care in accordance with the client's/patient's needs. Such plans shall be approved by Director before any transfer or referral is completed, except in such instance, as determined by Contractor, where an immediate client/patient transfer or

referral is indicated. In such instances, Contractor may make an immediate transfer or referral.

(2) Immediately eliminate all new costs and expenses under this Agreement. New costs and expenses include, but are not limited to, those associated with new client/patient admissions. In addition, Contractor shall immediately minimize all other costs and expenses under this Agreement. Contractor shall be reimbursed only for reasonable and necessary costs or expenses incurred after receipt of notice of termination.

(3) Promptly report to County in writing all information necessary for the reimbursement of any outstanding claims and continuing costs.

P. Provide County's DHSP within thirty (30) calendar days after such termination date, an annual cost report as set forth in the ANNUAL COST REPORT Paragraph, hereunder.

Q. Real Property Disclosure: If Contractor is renting, leasing, or subleasing, or is planning to rent, lease, or sublease, any real property where persons are to receive services hereunder, Contractor shall prepare and submit to DHSP, within ten (10) calendar days following execution of this Agreement, an affidavit sworn to and executed by Contractor's duly constituted officers, containing the following information:

(1) The location by street address and city of any such real property.

(2) The fair market value of any such real property as such value is reflected on the most recently issued County Tax Collector's tax bill.

(3) A detailed description of all existing and pending rental agreements, leases, and subleases with respect to any such real property, such description to include: the term (duration) of such rental agreement, lease, or sublease; the amount of monetary consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease or sublease; the type and dollar value of any other consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease or sublease; the full names and addresses of all parties who stand in the position of lessor or sublessor; if the lessor or sublessor is a private corporation and its shares are not publicly traded (on a stock exchange or over-the-counter), a listing by full names of all officers, directors, and stockholders thereof; and if the lessor or sublessor is a partnership, a listing by full names of all general and limited partners thereof.

(4) A listing by full names of all Contractor's officers, directors, members of its advisory boards, members of its staff and consultants, who have any family relationships by marriage or blood with a lessor or sublessor referred to in Subparagraph (3) immediately above, or who have any financial interest in such lessor's or sublessor's business, or both. If such lessor or sublessor is a corporation or partnership, such listing shall also include the full names of all Contractor's officers, members of its

advisory boards, members of its staff and consultants, who have any family relationship, by marriage or blood, to an officer, director, or stockholder of the corporation, or to any partner of the partnership. In preparing the latter listing, Contractor shall also indicate the name(s) of the officer(s), director(s), stockholder(s), or partner(s), as appropriate, and the family relationship which exists between such person(s) and Contractor's representatives listed.

(5) If a facility of Contractor is rented or leased from a parent organization or individual who is a common owner (as defined by Federal Health Insurance Manual 15, Chapter 10, Paragraph 1002.2), Contractor shall only charge the program for costs of ownership. Costs of ownership shall include depreciation, interest, and applicable taxes.

True and correct copies of all written rental agreements, leases, and subleases with respect to any such real property shall be appended to such affidavit and made a part thereof.

7. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

A. Upon Director's specific written approval, County may increase or decrease the funding or reallocate funds to an Exhibit, Schedule and/or Budget category in this Agreement where such funds can be more effectively used by Contractor, up to twenty-five percent (25%) above or below each term’s annual base maximum obligation and make corresponding service adjustments, as necessary, based on the following: (1) if additional monies are available from

federal, State, or County funding sources; (2) if a reduction of monies occur from federal, State, or County funding sources; and/or (3) if County determines from reviewing Contractor's records of service delivery and billings to County that a significant underutilization of funds provided under this Agreement will occur over its term.

All funding adjustments and reallocation as allowed under this Paragraph may be effective upon amendment execution or at the beginning of the applicable contract term, to the extent allowed by the funding source, following the provision of written notice from Director, or his/her designee, to Contractor. Reallocation of funds in excess of the aforementioned amount shall be approved by County's Board of Supervisors. Any change to the County maximum obligation or reallocation of funds to an Exhibit, Schedule, and/or Budget category in this Agreement shall be effectuated by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

B. County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Agreement for the services hereunder and which are subject to time limitations as determined by Director, midway through each County fiscal year during the term of this Agreement, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director. At least fifteen (15)

calendar days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such fiscal year or other applicable time period.

8. BUDGET REDUCTIONS: In the event that the Board adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

9. COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS: Notwithstanding any other provisions of this Agreement, County shall not be obligated by any activity or services performed hereunder, or by any provisions of this Agreement, during any of County's fiscal years (July 1 – June 30) unless and until the Board appropriates funds for this Agreement in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall be deemed to have terminated on June 30th of the last County fiscal year for which funds were appropriated. County shall notify Contractor in writing of such non-appropriation of

funds at the earliest possible date. If for any reason funding to this Agreement is terminated or reduced, County shall have the right to immediately terminate this Agreement in whole or in part. Notice of such termination shall be served upon Contractor in writing.

10. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION / TERMINATION OF AGREEMENT: Contractor acknowledges that no services shall be provided beyond the expiration date of this Agreement even if such services were requested by County. Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

11. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

12. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES: Without limiting Contractor's indemnification of County and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 12 and 13 of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement.

A. Evidence of Coverage and Notice to County: A certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to the County at the address shown below and provided prior to commencing services under this Agreement.

Renewal Certificates shall be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by

an authorized representative of the insurer(s). The Insured party names on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its National Association of Insurance Commissioners (NAIC) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding Fifty Thousand Dollars ($50,000), and list any County required endorsement forms.

Neither the County's failure to obtain, nor County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be delivered to:

County of Los Angeles, Department of Public Health
Contract Monitoring Division
5555 Ferguson Drive, Suite 210
City of Commerce, California 90022

Attention: Division Chief

County of Los Angeles, Department of Public Health
Division of HIV and STD Programs
600 South Commonwealth Avenue, 10th Floor
Los Angeles, California 90005

Attention: Contract Administration Division, Chief

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on county property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit files against Contractor or any of its subcontractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

B. Additional Insured Status and Scope of Coverage: The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

C. Cancellation of or Changes in Insurance: Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Agreement.

D. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

E. Insurer Financial Ratings: Insurance coverage shall be placed with insurers acceptable to the County with an A.M. Best rating of not less than A: VII unless otherwise approved by County.

F. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims relates to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

G. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

H. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

I. Subcontractors Insurance Coverage Requirements: Contractor shall include all subcontractors as insured under Contractor's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the County and Contractor as additional insured on the subcontractor's General Liability policy. Contractor shall obtain County's prior

review and approval of any subcontractor request for modification of the Required Insurance.

J. Deductibles and Self-Insured Retentions (SIRs): Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

K. Claims Made Coverage: If any part of the Required Insurance is written on a claim made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

L. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

M. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office,

Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

N. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

O. County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

13. INSURANCE COVERAGE REQUIREMENTS:

A. Commercial General Liability: Insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than the following:

General Aggregate:	$2 Million
Products/Completed operations Aggregate:	$1 Million
Personal and Advertising Injury:	$1 Million
Each Occurrence:	$1 Million

Such coverage also shall cover liability arising from any actual or alleged infringement of any patent or copyright, or other property rights of any third party.

The policy also shall be endorsed to provider media liability coverage for claims arising out of Contractor's placement of print and audiovisual media. Alternatively, Contractor may provide such media liability coverage under a separate policy or through Contractor's errors and omissions policy.

B. Automobile Liability: Insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than $1 Million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Agreement, including "owned", "leased", "hired" and/or "non-owned" vehicles, or coverage for "any auto", as each may be applicable.

C. Workers Compensation and Employers' Liability: insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than $1 Million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law. In all

cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	$1 Million
Disease – Policy Limit:	$1 Million
Disease – Each Employee	$1 Million

D. Professional Liability /Errors and Omissions: Insurance covering Contractor's liability arising from or related to this Agreement, with limits of not less than $1 Million per claim and $3 Million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

E. Sexual Misconduct Liability Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than $2 Million per claim and $2 Million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

14. ASSIGNMENT AND DELEGATION:

A. Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Subparagraph, County

consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

15. SUBCONTRACTING:

A. For purposes of this Agreement, subcontracts must be approved in writing by Director or his/her authorized designee(s). Contractor's request to Director for approval of a subcontract and shall include:

(1) Identification of the proposed subcontractor, (who shall be licensed as appropriate for provision of subcontract services), and an explanation of why and how the proposed subcontractor was selected, including the degree of competition involved.

(2) A detailed description of the services to be provided by the subcontract.

(3) The proposed subcontract amount and manner of compensation, if any, together with Contractor's cost or price analysis thereof.

(4) A copy of the proposed subcontract. (Any later modification of such subcontract shall take the form of a formally written subcontract amendment which also must be approved in writing by Director in the same manner as described above, before such amendment is effective.)

(5) Any other information and/or certification(s) requested by Director.

B. Director shall review Contractor's request to subcontract and shall determine, in his/her sole discretion, whether or not to consent to such a request on a case-by-case basis.

C. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Further, Director's approval of any subcontract shall also not be construed to limit in any way, any of County's rights or remedies contained in this Agreement.

D. In the event that Director consents to any subcontracting, Contractor shall be solely liable and responsible for any and all payments or other compensation to all subcontractors, and their officers, employees, and agents.

E. In the event that Director consents to any subcontracting, such consent shall be subject to County's right to terminate, in whole or in part, any subcontract at any time upon written notice to Contractor when such action is deemed by County to be in its best interest. County shall not be liable or responsible in any way to Contractor, or any subcontractor, or to any officers, employees, or agents, of Contractor, or any subcontractor, for any liability, damages, costs, or expenses, arising from or related to County's exercising of such a right.

F. Subcontracts shall contain the following provision: "This contract is a subcontract under the terms of a prime contract with the County of Los Angeles and shall be subject to all of the provisions of such prime contract." Further, Contractor shall also reflect as subcontractor requirements in the subcontract form all of the requirements of the INDEMNIFICATION, GENERAL PROVISIONS

FOR ALL INSURANCE COVERAGES, INSURANCE COVERAGE REQUIREMENTS, COMPLIANCE WITH APPLICABLE LAW, CONFLICT OF TERMS, and ALTERATION OF TERMS paragraphs of the body of this Agreement, and all of the provisions of the ADDITIONAL PROVISIONS attachment.

Contractor shall deliver to Director a fully executed copy of each subcontract entered into by Contractor, as it pertains to the provision of services under this Agreement, on or immediately after the effective date of the subcontract, but in no event, later than the date any services are to be performed under the subcontract.

G. Director is hereby authorized to act for and on the behalf of County pursuant to this Paragraph, including but not limited to, consenting to any subcontracting.

16. COMPLIANCE WITH APPLICABLE LAWS:

A. Contractor shall comply with the requirements of all federal, State, and local laws, ordinances, regulations, rules, guidelines, and directives, applicable to its performance hereunder. To the extent there is any conflict between federal and State or local laws, the former shall prevail.

Any reference to a specific statute, regulation, or any other document not prepared by County is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this Agreement shall be interpreted and the parties' duties and obligations under this Agreement shall be

consistent with any amendment to any applicable statute, regulation or other document not prepared by County which occurs after the effective date of the Agreement.

B. Contractor shall indemnify and hold harmless County from and against any and all loss, damage, liability, or expense resulting from any violation on the part of Contractor, its officers, employees, or agents, of such federal, State, or local laws, regulations, guidelines, or directives.

17. COMPLIANCE WITH CIVIL RIGHTS LAWS: Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

18. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference, is a document labeled "ADDITIONAL PROVISIONS". The terms and conditions therein contained are part of this Agreement.

19. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Agreement, they shall be deemed a part of the operative provisions of this Agreement and are fully binding upon the parties.

20. CONFLICT OF TERMS: To the extent there exists any conflict or inconsistency between the language of this Agreement (including its Additional Provisions), and that of any of any Exhibit(s), Attachment(s), Schedule(s) and any other documents incorporated herein by reference, the language found within this Agreement shall govern and prevail.

21. ALTERATION OF TERMS: The body of this Agreement (including its ADDITIONAL PROVISIONS), and any Exhibit(s) attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid and effective unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties in the same manner as this Agreement.

22. QUALITY MANAGEMENT: Contractor shall implement a Quality Management (QM) program that assesses the extent to which the care and services provided are consistent with federal (e.g., Public Health Services and CDC Guidelines), State, and local standards of HIV/AIDS services. The QM program shall at a minimum:

A. Identify leadership and accountability of the medical director or executive director of the program;

B. Use measurable outcomes and data collected to determine progress toward established benchmarks and goals;

C. Focus on linkages to care and support services;

D. Track client perception of their health and effectiveness of the service received;

E. Serve as a continuous quality improvement (CQI) process reported to senior leadership annually.

23. QUALITY MANAGEMENT PLAN: Contractor shall develop program on a written QM plan. Contractor shall develop one (1) agency-wide QM plan that encompasses all HIV/AIDS care services. Contractor shall submit to DHSP within sixty (60) days of the receipt of this fully executed Agreement, its written QM plan. The plan shall be reviewed and updated as needed by the agency's QM committee, and signed by the medical director or executive director. The implementation of the QM plan may be reviewed by DHSP staff during its onsite program review. The written QM plan shall at a minimum include the following seven (7) components:

A. Objectives: QM plan should delineate specific goals and objectives that reflect the program's mission, vision and values.

B. QM Committee: The plan shall describe the purpose of the Quality Management Committee, its composition, meeting frequency (quarterly, at minimum) and required documentation (e.g., minutes, agenda, sign-in sheets, etc.). Programs that already have an established advisory committee need not create a separate QM Committee, provided that the existing advisory committee's composition and activities conform to QM program objectives and committee requirements.

C. Selection of a QM Approach: The QM plan shall describe an elected QM approach, such as Plan-Do-Study-Act (PDSA) and/or other models.

D. Implementation of QM Program:

(1) Selection of Clinical and/or Performance Indicators – At a minimum, Contractor shall collect and analyze data for at least three (3) clinical and/or performance indicators, two (2) of which shall be selected from a list of DHSP approved QM indicators. Contractor may select other aspects of care or treatment as its third clinical/performance indicator or select from the DHSP approved list of QM indicators. The DHSP approved QM indicator list is attached as Attachment 2.

In addition, the agency can measure other aspects of care and services as needed.

(2) Data Collection Methodology – Contractor shall describe its sampling strategy (e.g., frequency, percentage of sample sized), collection method (e.g., random chart audit, interviews, surveys, etc.), and implement data collection tools for measuring clinical/performance indicators and/or other aspects of care. Sampling shall be, at a minimum, ten percent (10%) or thirty (30) charts, whichever is less.

(3) Data Analysis – Contractor shall routinely review and analyze clinical/performance indicator monitoring results at the QM committee. The findings of the data analyses shall be communicated with all program staff involved.

(4) Improvement Strategies - QM committee shall identify improvement strategies to be implemented, track progress of improvement efforts, and aim to sustain achieved improvements.

E. Client Feedback Process: The QM plan shall describe the mechanism for obtaining ongoing feedback from clients regarding the accessibility and appropriateness of service and care. Feedback shall include the degree to which the service meets client needs and satisfaction. Client input shall be discussed in the agency's QM Committee meetings on a regular basis for the enhancement of service delivery. Aggregate data shall be reported to the QM Committee annually for continuous program improvement.

F. Client Grievance Process: Contractor shall establish policies and procedures for addressing and resolving client's grievance at the level closest to the source within agency. Grievance data shall be tracked, trended, and reported to the agency's QM committee for discussion and resolution of quality of care issued identified. The information shall be made available to DHSP staff during program reviews.

G. Incident Reporting: Contractor shall comply with incident and or sentinel event reporting as required by applicable federal and State laws, statues, and regulations. Contractor shall furnish to DHSP Executive Office, upon the occurrence, during the operation of the facility, reports of incidents and/or sentinel events specified as follows:

(1) A report shall be made to the appropriate licensing authority and to DHSP within the next business day from the date of the event, pursuant to federal and State laws, statues, and regulations. Reportable events reported shall include the following:

(a) Any unusual incident and sentinel event which threatens the physical or emotional health or safety of any person to include but not limited to suicide, medication error, delay in treatment, and serious injury.

(b) Any suspected physical or psychological abuse of any person, such as child, adult, and elderly.

(2) In addition, a written report containing the information specified shall be submitted to appropriate agency and DHSP immediately following the occurrence of such event. Information provided shall include the following:

(a) Client's name, age, and sex;

(b) Date and nature of event;

(c) Disposition of the case;

(d) Staffing pattern at the time of the incident.

24. QUALITY MANAGEMENT PROGRAM MONITORING: To determine compliance, DHSP shall review contractor's QM program annually. A numerical score will be issued to the contractor's QM program based on one hundred percent (100%) as

the maximum score. Contractor's QM program shall be assessed for implementation of the following components:

A. Details of the QM plan (QM Objectives, QM Committee, and QM Approach Selection);

B. Implementation of QM Program;

C. Client Feedback Process;

D. Client Grievance Process;

E. Incident Reporting.

25. CONTRACTOR'S OFFICES: Contractor's primary business offices are located at: _____, California _____. Contractor's primary business telephone number is (___) ___-____ and facsimile/FAX number (___) ___-____. Contractor shall notify in writing County's DHSP Director, any change in its primary business address, business telephone number, and/or facsimile/FAX number used in the provision of services herein, at least ten (10) days prior to the effective date thereof.

If during the term of this Agreement, the corporate or other legal status of Contractor changes, or the name of Contractor changes, then Contractor shall notify County's DHSP Director, in writing detailing such changes at least thirty (30) days prior to the effective date thereof.

26. NOTICES: Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States mail, certified or registered, postage prepaid, return

receipt requested, to the parties at the following addresses and to the attention of the person named. Director shall have the authority to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by the parties by giving ten (10) calendar days prior written notice thereof to the parties.

To County: 1. Department of Public Health
Division of HIV and STD Programs
600 South Commonwealth Avenue
10th Floor
Los Angeles, California 90005

Attention: Director

2. Department of Public Health
Contracts and Grants Division
313 North Figueroa Street
6th Floor West
Los Angeles, California 90012

Attention: Chief

To Contractor: _____
_____
_____

Attention: Executive Director

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Director of Public Health, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Jonathan E. Fielding, M.D., MPH
Director and Health Officer

_____
Contractor

By _____
Signature

_____
Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
JOHN F. KRATTLI
Acting County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Patricia Gibson, Chief
Contracts and Grants Division

BL# 02160: jlm

PH-Pending

HUMAN IMMUNODEFICIENCY VIRUS (HIV)/ ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS) ORAL HEALTH CARE SERVICES EXHIBIT

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EXHIBIT A

«Agency_Name_ALL_CAPS»

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
ORAL HEALTH CARE (DENTAL) CARE SERVICES**

1. DESCRIPTION: Oral health care services are prophylactic, diagnostic and therapeutic services provided to eligible clients with a written confirmation of HIV disease. Oral health care services include:

A. Providing prophylactic, diagnostic and therapeutic dental services, focusing on prophylactic and maintenance services. Clients are expected to receive prophylactic services at least once a year;

B. Obtaining a comprehensive medical history and consulting primary medical providers as necessary;

C. Providing medication appropriate to oral health care services, including all currently approved drugs for HIV related oral manifestations;

D. Providing or referring clients, as needed, to health specialists including, but not limited to: periodontists, endodontists, oral surgeons, oral pathologists; and other oral medicine practitioners;

E. Providing oral health education.

All interventions must be based on proven clinical methods and in accordance with legal and ethical standards. All oral health programs shall maintain confidentiality and must comply with the Health Insurance Portability and Accountability Act (HIPAA) standards for information disclosure.

2. DEFINITIONS:

A. The Doctor of Dental Surgery (DDS) or Doctor of Dental Medicine (DMD) indicates the degree awarded upon graduation from dental school to become a general dentist. Dentists who have a DDS or DMD have the same requirements set by the American Dental Association's Commission on Dental Accreditation. State licensing boards accept either degree as equivalent, and both degrees allow licensed individuals to practice the same scope of general dentistry.

B. Registered Dental Assistant (RDA) is a licensed person who may perform all procedures authorized by the provisions of these regulations and in addition may perform all functions which may be performed by a dental assistant under the designated supervision of a licensed dentist.

C. Registered Dental Hygienist (RDH) is a licensed person who may perform all procedures authorized by the provisions of these regulations and in addition may perform all functions which may be performed by a dental assistant and registered dental assistant, under the designated supervision of a licensed dentist.

D. Oral prophylaxis is a preventive dental procedure that includes the complete removal of calculus, soft deposits, plaque and stains from the coronal portions of the tooth.

E. Direct supervision is supervision of dental procedures based on instructions given by a licensed dentist who must be physically present in the treatment facility during performance of those procedures.

F. General supervision is the supervision of dental procedures based on instructions given by a licensed dentist, but not requiring the physical presence of the supervising dentist during the performance of those procedures.

G. Basic supportive dental procedures are the fundamental duties or functions which may be performed by an unlicensed dental assistant under the supervision of a licensed dentist because of their technically elementary characteristics, complete reversibility and inability to precipitate potentially hazardous conditions for the client being treated.

H. Standard precautions are an approach to infection control that integrates and expands the elements of Universal Precautions (human blood and certain human body fluids treated as if known to be infectious for HIV, HBV and other blood-borne pathogens). Standard precautions apply to contact with all body fluids, secretions and excretions (except for sweat) regardless of whether they contain blood, and contact with non-intact skin and mucous membranes.

3. PERSONS TO BE SERVED: HIV/AIDS oral health care services shall be provided to persons with HIV disease or AIDS residing within Los Angeles County. Indigent persons with symptomatic HIV disease or AIDS are the target population(s) to be served hereunder in accordance with Attachment 1, "Service Delivery Site Questionnaire", attached hereto and incorporated herein by reference.

4. COUNTY'S MAXIMUM OBLIGATION:

A. During the period of date of Board Approval through February 28, 2013, that portion of County's maximum obligation which is allocated under the exhibit for HIV/AIDS oral health care services shall not exceed

_____ Dollars ($_____).

B. During the period of March 1, 2013 through February 28, 2014, that portion of County's maximum obligation which is allocated under the exhibit for HIV/AIDS oral health care services shall not exceed

_____ Dollars ($_____).

C. During the period of March 1, 2014 through February 28, 2015, that portion of County's maximum obligation which is allocated under the exhibit for HIV/AIDS oral health care services shall not exceed

_____ Dollars ($_____).

5. COMPENSATION: County agrees to compensate Contractor for performing services hereunder for actual reimbursable net costs as set forth in Schedules 1, 2 and 3, and the BILLING AND PAYMENT Paragraph of the Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

6. CLIENT ELIGIBILITY: Contractor shall be responsible for developing and implementing client eligibility criteria. Such criteria shall include client's HIV status, residency in Los Angeles County, and income. Verification of client's Los Angeles

County residency and income shall be conducted on an annual basis. In addition, eligibility criteria shall address the following:

A. Contractor shall prioritize delivery of services to clients who live at or below four hundred percent (400%) of the Federal Poverty Level (FPL) and who have the greatest need for oral health care services.

B. Client's annual healthcare expenses that are paid for through use of the client's income shall be considered deductions against the client's income for the purposes of determining the client's income level.

7. CLIENT/PATIENT FEE SYSTEM: Contractor shall comply with provisions of Section 2605 (e) of Title 26 (CARE Act) which is entitled "Requirements Regarding Imposition of Charges for Services", incorporated into this Agreement as Exhibit «Imposition_of_Charges_Exhibit_Letter».

Contractor shall be responsible for developing and implementing a client fee system. Such system shall include, but not be limited to, the following components: (A) procedures and forms used in financial screening of clients; (B) schedule of fees; (C) procedures and forms used in determining whether client is covered by any third party payor, such as Medicare, Medi-Cal, managed care program, or other private insurance; (D) description of mechanism or procedures used in assisting clients in applying for public benefits, entitlement programs, and/or other health insurance programs for which they may be eligible; and (E) frequency intervals of subsequent client financial screenings.

8. SERVICE DELIVERY SITES: Contractor's facility where services are to be provided hereunder is located at: «Service_Delivery_Site_Address».

Contractor shall request approval from Division of HIV and STD Programs (DHSP) in writing a minimum of thirty (30) days before terminating services at such locations and/or before commencing such services at any other locations.

A memorandum of understanding shall be required for service delivery site(s) on location(s) or property(ies) not owned or leased by contractor with the service provider who owns or leases such location or property. This shall include coordination with another agency, community based organization, and/or County entity. Contractor shall submit memoranda of understanding to DHSP for approval at least thirty (30) days prior to implementation.

9. SERVICES TO BE PROVIDED: During each period of this Agreement, Contractor shall provide HIV/AIDS oral health care services to individuals in accordance with Los Angeles County Commission on HIV Standards of Care Oral Health Care Services procedures formulated and adopted by Contractor's staff, consistent with laws, regulations, and the terms of this Agreement. All treatment will be administered according to published research and available standards of care as they currently exist or as they are updated in the future, including the following:

A. The New York AIDS Institute Oral Health Guidelines, 2001 (available at: http://www.hivguidelines.org/GuideLine.aspx?pageID=263&guideLineID=54;

B. The Los Angeles County Commission on HIV Oral Health Standards of Care and Practice Guidelines for the Treatment of HIV Patients in General Dentistry (available at: http://hivcommission-la.info/soc.asp);

C. Dental Management of the HIV-infected Patient, Supplement to Journal of the American Dental Association, Chicago, 1995; Clinician's Guide to Treatment of HIV-infected Patients, Academy of Oral Medicine, 3rd Edition, Ed. Lauren L. Patton, Michael Glick, New York, 2002; Principles of Oral Health Management for the HIV/AIDS Patient, A Course for Training the Oral Health Professional, Department of Human Services, Rockville, Maryland, 2001.

Services to be provided shall include, but shall not be limited to the following:

D. Promoting availability of dental services for persons with HIV disease or AIDS through contacts with AIDS service organizations, professional organizations which provide training for dental health care professionals, and other service providers.

E. Identifying appropriate clients for HIV/AIDS oral health care services through eligibility screening.

F. Obtaining a comprehensive medical history and consulting with client's primary medical provider as necessary. It is recommended that the dental provider consult with client's primary care physician when additional information is needed to provide safe and appropriate care. There are certain conditions under which this consultation is required:

(1) Additional or more complete medical information is needed;

(2) A decision must be made whether dental treatment should occur in a hospital setting;

(3) A client reports a heart murmur but is unsure of what kind;

(4) Inconsistent or illogical information leads the dental provider to doubt the accuracy of the medical information given by the client;

(5) A client's symptoms have changed and it is necessary to determine if treatment modifications are indicated;

(6) Prior to prescribing any new medications to ensure medication safety and prevent drug/drug interactions;

(7) When oral opportunistic infections are present.

G. Providing educational, prophylactic, diagnostic, and therapeutic dental services to clients who have written certification from a physician of a diagnosis of HIV disease or AIDS.

(1) Units of Service is defined as reimbursement for oral health treatment services based on number of diagnostic dental procedures, prophylactic dental procedures and dental procedures (procedures are calculated in number of procedures).

(2) Number of clients is client numbers documented using the figures for unduplicated clients within a given contract period.

H. Providing a minimum of «Min_Unduplicated_Clients_words» («Min_Unduplicated_Clients_numbers») unduplicated clients.

I. Providing a minimum of «Min_Diagnostic_Dental_words» («Min_Diagnostic_Dental_numbers») diagnostic dental procedure units as determined by individual client need.

J. Providing a minimum of «Min_Prophylactic_words» («Min_Prophylactic_numbers») prophylactic dental procedure units at least once annually per client.

K. Providing a minimum of «Min_Dental_Procedures_words» («Min_Dental_Procedures_numbers») dental procedures as determined by individual client need.

L. Providing third party reimbursement for selected dental procedures pursuant to the “Reimbursement Rates For Selected Dental Procedures” and reimbursement schedule attached hereto. Contractor will enter procedures rendered to each client in the County’s reporting system for reimbursement reconciliation purposes. DHSP will only reimburse the Contractor for the actual costs of the dental procedures listed. If the cost is greater than reimbursement rate listed, DHSP will reimburse the Contractor for that increased amount. If the cost is less than the rate listed, DHSP will only reimburse the Contractor for the actual cost of the procedure. As documentation of the actual cost of the procedure the Contractor shall provide invoices from all third party vendors to DHSP with monthly invoices

M. Providing medication appropriate to oral health care services including: all currently approved drugs for HIV related oral manifestations and if

necessary, referring client for appropriate medication. Referrals for appropriate medication may not be charged hereunder. Drug treatment shall be provided in accordance with the Food and Drug Administration drug approval guidelines unless the drug treatment is part of a formally approved research program with informed consent.

N. Providing or referring clients, as needed, to health specialists including, but not limited to: periodontists, endodontists, oral surgeons, oral pathologists, oral medicine practitioners, and registered dietitians.

O. Developing and disseminating oral health educational materials at medical and other AIDS service organizations thus increase the awareness of physician, case managers and other providers of the availability of oral health services and increasing dental referrals.

P. Maintaining individual client dental records in accordance with current standards.

Q. Complying with infection control guidelines and procedures established by the California Occupation Safety and Health Administration (Cal-OSHA).

R. Client Registration/Intake: All clients who request or are referred to HIV oral health services are required to complete the client intake process. Client intake determines eligibility if a person is eligible for oral health services and includes demographic data, emergency contact information, next of kin and eligibility documentation. The intake process also acquaints the client with the

range of services offered and determines the potential client's interest in such services. Client intake shall be completed in the first contact with the potential client. Contractor shall maintain a client record for each eligible client receiving oral health care services. Required intake information, forms, and eligibility documentation shall be maintained within the client's record.

(1) Required Intake Forms: Contractor shall develop the following forms in accordance with State and local guidelines. Completed forms, signed and dated by the client, are required for each client, including:

(a) Release of Information (must be updated annually).

New forms must be added for those individuals not listed on the existing Release of Information. Specification should be made about what type of information can be released.

(b) Limits of Confidentiality;

(c) Consent to Receive Services;

(d) Client Rights and Responsibilities;

(e) Client Grievance Procedures;

(f) Proof of HIV diagnosis.

(g) Required Eligibility Documentation: Contractor shall obtain the following client eligibility documentation:

Print out of client's file from CaseWatch System OR

(i) Proof of HIV diagnosis;

(ii) Proof of income;

(iii) Proof of residence in Los Angeles County.

S. General Consideration: There is no justification to deny or modify dental treatment based on the fact that a client has tested positive for HIV. Further, the magnitude of the viral load is not an indicator to withhold dental treatment from the client. If, however, a client's medical condition is compromised, treatment adjustments, as with any medically compromised client, may be necessary.

There is no evidence to support the need for routine antibiotic coverage to prevent bacteremia or septicemia arising from dental procedures for the HIV-infected client. When indicated, the American Heart Association guidelines for antibiotic prophylaxis for bacterial endocarditis should be followed when working with HIV infected clients. The primary care physician must be consulted before utilizing procedures likely to cause bleeding and bacteremia in HIV-infected clients with neutrophil counts below five hundred (500) cells/mm3, not already taking antibiotics as prophylaxis against opportunistic infections.

T. Evaluation: When presenting for dental services, people living with HIV shall be given a comprehensive oral evaluation including:

(1) Documentation of client's presenting complaint;

(2) Full mouth radiographs or panoramic and bite wings and selected periapical films as appropriate to the ADA Radiographic guidelines;

(3) Complete periodontal exam or PSR (periodontal screening record);

(4) Comprehensive head and neck exam;

(5) Complete intra-oral exam, including evaluation for HIV-associated lesions;

(6) Pain assessment.

When indicated, diagnostic tests relevant to the evaluation of the client shall be performed and used in diagnosis and treatment planning. Biopsies of suspicious oral lesions should be taken; clients must be informed about the results of such tests.

In addition, full medical status information from the client's medical provider, including the most recent laboratory test results shall be obtained and considered by the dentist. This information may assist the dentist in identifying conditions that may affect the diagnosis and management of the client's oral health. The medical history and current medication list will be updated on a regular basis to ensure all medical and treatment changes are noted.

U. Treatment Planning: In conjunction with the client, each dental provider shall develop a comprehensive, multi-disciplinary treatment plan. Treatment plans including the above-listed information, will be reviewed with and signed by the client. The behavioral, psychological, developmental and physiologic strengths and limitations of the client shall be considered by the

dental professional when developing the treatment plan. The ability to withstand treatment for an extended amount of time or return for sequential visits should be determined when a treatment plan is prepared or when a dental procedure is being initiated.

The client's primary reason for the visit must be considered by the dental professional when developing the dental treatment plan. Treatment priority should be given to the management of pain, infection, traumatic injury or other emergency conditions. The dentist should attempt to manage the client's pain, anxiety and behavior during treatment to facilitate safety and efficiency. The goal of treatment shall be to maintain the most optimal functioning possible.

When developing a treatment plan, the dentist shall consider:

(1) Tooth and/or tissue supported prosthetic options;

(2) Fixed prostheses, removable prostheses or a combination of these options;

(3) Soft and hard tissue characteristics and morphology, ridge relationships, occlusion and occludal forces, aesthetics and parafunctional habits;

(4) Restorative implications, endodontic status, tooth position and periodontal prognosis;

(5) Craniofacial, musculosketal relationships, including the clinically apparent status of the temporomandibular joints.

Treatment plans will include appropriate recall/follow-up schedules. The Clinician shall develop a recall schedule to monitor any oral changes. If the client's CD4 count is below one hundred (100), a three (3)-month recall schedule shall be considered. Treatment plans will be updated as necessary as determined by the dental provider or director of the dental program.

V. Informed Consent: As part of the informed consent process, Dental professionals will discuss the following with the client:

(1) Appropriate diagnostic information;

(2) Recommended treatment;

(3) Alternative treatment and sources of funding;

(4) Costs (if any);

(5) Benefits and risks of treatment;

(6) Limitations of treatment based on health status and available resources.

Dental providers shall describe all options for dental treatment (including cost considerations), and allow the client to be part of the decision making process. After the informed consent discussion, clients will sign an informed consent document for all dental procedures. This informed consent process will be ongoing as indicated by the dental treatment plan.

W. Encouraging Primary Care Participation: Dentists shall play an important part in reminding clients of the need for regular primary medical care and encouraging clients to adhere to their medication regimens. If a client is not under the regular care of a primary care physician, he or she shall be urged to seek care and a referral to primary care will be made. If after six (6) months, a client has not become engaged in primary medical care, programs may decide to discontinue oral health services until such time that engagement has been accomplished. Clients should be made aware of this policy at time of intake into the program. Under certain circumstances, dental professionals may require further medical information or laboratory results in order to determine the safety and appropriateness of contemplated dental care. In that case, the dentist may require the information before going forward to offer the care.

X. Prevention/Early Intervention: Dental professionals shall emphasize prevention and early detection of oral disease by educating clients about preventive oral health practices, including instruction in oral hygiene. In addition, dental professionals shall provide counseling regarding behaviors (e.g., tobacco use, unprotected oral sex, body piercing in or around the oral cavity) and general health conditions that can compromise oral health. The impact of good nutrition on preserving good oral health should be discussed. Basic nutritional counseling may be offered to assist clients in maintaining oral health; when appropriate, a referral to a registered dietitian or other qualified person should be made. Clients shall be scheduled for routine examinations and regular prophylaxis at a

minimum of once a year. Other procedures such as root planning/scaling will be offered as necessary, either directly or by periodontal referral.

Y. Special Treatment Consideration: Most HIV clients can be treated safely in a typical dental office or clinic. Under certain circumstances, however, modifications of dental therapy shall be considered.

(1) Bleeding tendencies may determine whether or not to recommend full mount scaling and root planning or multiple extractions in one visit. A tooth-by-tooth approach is recommended to evaluate risk of hemorrhage.

(2) In severe cases, clients may be treated more safely in a hospital environment where blood transfusions are available.

(3) Deep block injections should be avoided in clients with a recent history or laboratory results indicating bleeding tendencies.

(4) A pre-treatment antibacterial mouth rinse will reduce intraoral bacterial load, especially for those clients with periodontal disease.

(5) When salivary hypofunction is present, the client should be closely monitored for but not limited to:

(a) Caries,

(b) Periodontitis;

(c) Soft tissue lesions; and

(d) Salivary gland disease.

(6) Fluoride supplements in the form of a rinse and/or toothpaste should be prescribed for those with increased caries and salivary hypofunction. In severe cases of Xerostomia, appropriate referral should be made to a dental professional experienced in dealing with oral mucosal and salivary gland diseases.

Z. Triage/Referral/Coordination: In certain cases clients will require a higher level of oral health treatment services than a given agency is able to provide. It is incumbent upon dental health providers to refer these clients to additional providers including: periodontists, endodontists, oral surgeons, oral pathologists, and other oral medicine practitioners. Coordination of oral health care with primary care medical providers is also vital. Regular contact with a client's primary care clinic will ensure integration of services and better client care.

AA. Client Retention: Contractor shall strive to retain clients in oral health treatment services. A broken appointment policy and procedure to ensure continuity of service and retention is required. Follow-up can include telephone calls, written correspondence and/or direct contact in an effort to maintain a client's participation in care. Such efforts shall be documented in the progress notes within the client's dental record.

10. EQUIPMENT PURCHASE: All equipment to be reimbursed by this agreement must be pre-approved by DHSP. Equipment purchase applies to the Contractor and any subcontractors. The justification for the purchase should include

how many clients will benefit from the purchase of the equipment during each budget period. For the purpose of this agreement, Equipment is defined as an item with a unit cost of Five Thousand Dollars ($5,000) or more and a life expectancy of four (4) or more years.

11. PROGRAM RECORDS: Contractor shall maintain adequate health records which shall be current and kept in detail consistent with good dental and professional practice in accordance with the California Code of Regulations on each individual client. Such records shall include, but not be limited to: admission record, client interviews, progress notes, and a record of services provided by the various professional and paraprofessional personnel in sufficient detail to permit an evaluation of services. Client dental records shall include, but not be limited to:

A. Documentation of HIV disease or AIDS diagnosis;

B. Completed dental assessment signed by a licensed dental care professional;

C. Current and appropriate treatment/management plan;

D. Progress notes documenting client status, condition, and response to interventions, procedures, medications;

E. Documentation of all contacts with client including date, services provided, referrals given, signature and professional title of person providing services;

F. Documentation of consultations with and referrals to other health care providers.

12. ADDITIONAL STAFFING REQUIREMENTS: HIV/AIDS oral health care services provided hereunder shall be provided by dental care professionals who possess the applicable professional degrees and current licenses or bona fide students enrolled in a professional degree program. Dental care staff shall include at a minimum: dentists, dental assistants, and dental hygienists. Clinical supervision shall be assigned to a licensed dentist who shall be responsible for all clinical operations.

A. Dentists: In order to be licensed dentist must complete a four-year dental program and possess either a D.D.S. or D.M.D. degree. Dentists are regulated by the Dental Board of California (http://www.dbc.ca.gov/).

B. Registered Dental Assistants (RDA): In order to be licensed, RDAs must complete the licensure process for RDAs as described by the State of California Department of Consumer Affairs, Dental Board of California Committee on Dental Auxiliaries. This information is available at: http://www.comda.ca.gov/applicants/becomelicensed_rda_howto.shtml.

C. Registered Dental Hygienists (RDH): In order to be licensed, RDHs must complete the licensure process for RDHs as described by the State of California Department of Consumer Affairs, Dental Board of California Committee on Dental Auxiliaries. This information is available at: http://www.comda.ca.gov/applicants/becomelicensed_rda_howto.shtml.

D. Prior to performing HIV/AIDS oral health care services, all dental staff will be oriented and trained in policies and procedures of the general practice of

dentistry, and specifically, the provision of dental services to persons living with HIV. These training programs shall, at minimum, include:

(1) Basic HIV Information;

(2) Orientation to the office and policies related to the oral health of people living with HIV;

(3) Infection control and sterilization techniques;

(4) Methods of initial evaluation of the client living with HIV disease;

(5) Education and counseling of clients regarding maintenance of their own health;

(6) Recognition and treatment of common oral manifestations and complications of HIV disease;

(7) Recognition of oral signs and symptoms of advanced HIV disease, including treatment and/or appropriate referral;

Providers are encouraged to continually educate themselves about HIV disease and associated oral health treatment considerations.

13. CONTRACTOR'S SUBCONTRACT/CONSULTANT REQUIREMENTS: Contractor shall ensure that subcontractors and consultants providing services under this Agreement shall commence services within ninety (90) days of the execution of this Agreement. Subcontract and consultant agreements shall be signed and dated by the Contractor's Director, or his/her authorized designee(s) prior to commencement of subcontracted and/or consultant services.

14. REPORTS: Subject to the reporting requirements of the REPORTS Paragraph of the ADDITIONAL PROVISIONS of this Agreement attached hereto, Contractor shall submit the following reports:

A. Monthly Reports: As directed by DHSP, Contractor shall submit a signed hard copy of the monthly report and, as requested, the electronic format of the report and the STANDARD CLIENT LEVEL REPORTING Data for oral health services no later than thirty (30) days after the end of each calendar month. The reports shall clearly reflect all required information as specified on the monthly report form and be transmitted, mailed, or delivered to Division of HIV and STD Programs, 600 South Commonwealth Avenue, 10th Floor, Los Angeles, California 90005, Attention: Financial Services Division, Chief.

B. Semi-annual Reports: Upon Request, Contractor shall submit a six (6)-month summary of the data in hard copy, electronic, and/or online format for the periods January through June and July through December.

C. Annual Reports: Upon Request, Contractor shall submit a summary of data in hard copy, electronic, and/or online format for the calendar year due by the end of February of the following year.

D. Upon thirty (30) days advanced written notice by DHSP the Contractor shall submit other reports as requested by DHSP within the specified time period for each requested report. Reports shall include all the required information and be completed in the designated format.

15. COUNTY DATA MANAGEMENT SYSTEM: Contractor shall utilize County's data management system to register client's eligibility data, demographic/resource data, enter service utilization data, medical and support service outcomes, and to record linkages/referrals to other service providers and/or systems of care. County's system will be used to standardize reporting, importing efficiency of billing, support program evaluation process, and provide DHSP and participating contractors with information relative to the HIV/AIDS epidemic in Los Angeles County. Contractor shall ensure data quality and compliance with all data submission requirements.

16. ANNUAL TUBERCULOSIS SCREENING FOR STAFF: Prior to employment or service provision and annually thereafter, Contractor shall obtain and maintain documentation of tuberculosis screening for each employee, volunteer, and consultant providing services hereunder. Such tuberculosis screening shall consist of a tuberculin skin test (Mantoux test) and/or written certification by a physician that the person is free from active tuberculosis based on a chest x-ray.

Contractor shall adhere to Exhibit «Guidelines_for_TB_Exhibit_Letter», "Guidelines for Staff Tuberculosis Screening", attached hereto and incorporated herein by reference. Director shall notify Contractor of any revision of these Guidelines, which shall become part of this Agreement.

17. EMERGENCY AND DISASTER PLAN: Contractor shall submit to DHSP within thirty (30) days of the execution of this Agreement an emergency and disaster plan, describing the procedures and actions to be taken in the event of an emergency, disaster, or disturbance in order to safeguard Contractor's staff and recipients of

services from Contractor. Situations to be addressed in the plan shall include, but not be limited to, emergency medical treatment for physical illness or injury of Contractor's staff and recipients of services from Contractor, earthquake; fire, flood, resident disturbance, and work action. Such plan shall include Contractor's specific procedures for providing this information to all program staff.

18. EMERGENCY MEDICAL TREATMENT: Clients receiving services hereunder who require emergency medical treatment for physical illness or injury shall be transported to an appropriate medical facility. The cost of such transportation as well as the cost of emergency medical care shall not be a charge nor reimbursable hereunder. Contractor shall have a written policy on how to access Emergency Medical Treatment for clients. Copy of such written policy shall be sent to Los Angeles County Department of Public Health, Division of HIV and STD Programs, Office of the Medical Director.

19. PEOPLE WITH HIV/AIDS BILL OF RIGHTS AND RESPONSIBILITIES: Contractor shall adhere to all provisions within Exhibit «Bill_of_Rights_Exhibit_Letter», "People with HIV/AIDS Bill of Rights and Responsibilities" ("Bill of Rights") document attached hereto and incorporated herein by reference. Contractor shall post this document and/or Contractor-specific higher standard at all providers' delivery service sites, and disseminate it to all clients. A Contractor-specific higher standard shall include, at a minimum, all provisions within the "Bill of Rights". In addition, Contractor shall notify and provide to its officers, employees, and agents, the "Bill of Rights" document and/or Contractor-specific higher standard.

If Contractor chooses to adapt this “Bill of Rights” document in accordance with Contractor’s own document, Contractor shall demonstrate to DHSP, upon request, that Contractor fully incorporated the minimum conditions asserted in the “Bill of Rights” document.

20. REVIEW AND APPROVAL OF HIV/AIDS-RELATED MATERIALS:

A. Contractor shall obtain written approval from DHSP's Director or designee for all program administrative, educational materials and promotional associated documents utilized in association with this Agreement prior to its implementation and usage to ensure that materials developed in support of services are reflective of state-of-the-art HIV/AIDS linguistically competent, adherent to community norms and values, are culturally sensitive and are in compliance with contract requirements.

B. All DHSP funded programs must comply with all federal, State, County and local regulations regarding HIV/AIDS-related educational materials.

C. All materials used by the agency for DHSP-funded activities must be submitted for approval to DHSP, whether or not they were developed using DHSP funds, in accordance with DHSP’s latest Material Review Protocol available at http://publichealth.lacounty.gov/aids/materialsreview.htm.

D. Contractor shall submit all program administrative, educational materials and promotional associated documents for each new or renewed contract prior to implementation. Administrative materials and promotional associated documents must be submitted thirty (30) days prior to intended use or

as outlined in the Exhibit, Scope of Work (SOW). Educational materials must be submitted sixty (60) days prior to intended use or as outlined in the SOW.

E. For the purposes of this Agreement, program administrative, educational materials and promotional associated documents may include, but are not limited to:

(1) Written materials (e.g., curricula, outlines, pamphlets, brochures, fliers, social marketing materials), public announcement, printing, duplication and literature;

(2) Audiovisual materials (e.g., films, videotapes);

(3) Pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

(4) Confidentiality agreement form;

(5) Data collection forms;

(6) Commitment forms;

(7) Policies and procedures for services provided;

(8) Protocols;

(9) Promotional flyers and posters;

(10) Sign in sheets;

(11) Consent forms, and

(12) Individual service plan/Assessment/Progress note forms.

F. Approved materials which have had the educational content revised, updated or changed in any way must be re-submitted for approval. Materials that

contain certain types of information including but not limited to: statistics, resources, benefits or treatment information should be submitted every contract term to ensure that they contain the most updated information. Educational curricula must be re-submitted each year/term of the contract. Changes such as the updating of addresses, phone numbers or website links do not require re-submission, as a letter to DHSP's Director detailing the updated information shall suffice.

Contractor further agrees that all public announcements, literature, audiovisuals, and printed material used on this project and developed by Contractor or otherwise, in whole or in part is credited to the funding source as follows: "This project was supported by funds received from the Division of HIV and STD Programs, the State of California, Department of Public Health Services, Office of AIDS, and the U.S. Department of Health and Human Services, Health Resources Services Administration.

21. COUNTY'S COMMISSION ON HIV: Contractor shall actively view the County's Commission on HIV (Commission) website http://hivcommission-la.info/ and where possible participate in the deliberations, hard work, and respectful dialogue of the Commission to assist in the planning and operations of HIV/AIDS care services in Los Angeles County.

22. HOURS OF OPERATION: Contractor is required to provide oral health care services during regular business hours, 8:00 a.m. through 5:00 p.m., on all week days (Monday through Friday) except those designated as holidays as noted below.

Contractor is not required to work on the following County recognized holidays: New Year's Day; Martin Luther King's Birthday; President's Day; Memorial Day; Independence Day; Labor Day; Columbus Day; Veterans' Day; Thanksgiving Day; Friday after Thanksgiving Day; and/or Christmas Day.

23. RYAN WHITE SERVICE STANDARDS:

A. Contractor shall maintain materials documenting Consumer Advisory Board's (CAB) activities and meetings: Documentation shall consist of but, shall not be limited to:

(1) CAB Membership;

(2) Dated meetings;

(3) Dated minutes;

(4) A review of agency's bylaws; or

(5) An acceptable equivalent.

The CAB shall regularly implement and establish:

(a) Satisfactory survey tool;

(b) Focus groups with analysis and use of documented results, and/or;

(c) Public meeting with analysis and use of documented results;

(d) Maintain visible suggestion box; or

(e) Other client input mechanism.

B. Contractor shall develop policies and procedures to ensure that services to clients are not denied based upon clients':

(1) Inability to produce income;

(2) Non-payment of services;

(3) Requirement of full payment prior to services.

Additionally, sliding fee scales, billing/collection of co-payment and financial screening must be done in a culturally appropriate manner to assure that administrative steps do not present a barrier to care and the process does not result in denial of services to eligible clients.

C. Contractor shall develop a plan for provision of services to ensure that clients are not denied services based upon pre-existing and/or past health conditions. This plan shall include but, is not limited to:

(1) Maintaining files of eligibility and clinical policies;

(2) Maintaining files on individuals who are refused services and the reason for the refusal.

(a) Documentation of eligibility and clinical policies to ensure that they do not:

(i) Permit denial of services due to pre-existing conditions;

(ii) Permit denial of services due to non-HIV related conditions (primary care);

(iii) Provide any other barriers to care due to a person's past or present health condition.

D. Contractor shall ensure that its agency's policies and procedures comply with the American with Disabilities Act (ADA) requirements. These requirements shall include but, is not be limited to:

(1) A facility that is handicapped accessible;

(2) Accessible to public transportation;

(3) Provide means of transportation, if public transportation is not accessible;

(4) Transportation assistance.

E. Contractor shall develop and maintain files documenting agency's activities for promotion of HIV related services to low-income individuals. Documentation shall include copies of:

(1) HIV program materials promoting services;

(2) Documentation explaining eligibility requirements;

(3) HIV/AIDS diagnosis;

(4) Low income supplemental;

(5) Uninsured or underinsured status;

(6) Determination of eligibility and enrollment in other third party insurance programs including Medicaid and Medicare;

(7) Proof of compliance with eligibility as defined by Eligibility Metropolitan Area (EMA), Transitional Grant Areas (TGA), or State of California;

(8) Document that all staff involved in eligibility determination have participated in required training;

(9) Ensure that agency's data report is consistent with funding requirements.

F. Contractor shall ensure that its policies and procedures classify veterans who are eligible for Veteran Affairs (VA) benefits. Those classified as uninsured, thus are exempt as veterans from "payor of last resort" requirement.

G. Contractor shall develop and maintain approved documentation for:

(1) An employee Code of Ethics;

(2) A Corporate Compliance Plan (for Medicare and Medicaid providers);

(3) Bylaws and policies that include ethics standards or business conduct practices.

H. Contractor shall ensure that all employees have criminal background clearances and/or an exemption prior to employment. Documentation shall be maintained on file, including but, is not limited to:

(1) Penalties and disclosure procedures for conduct/behavior deemed to be felonies; and

(2) Safe Harbor Laws.

I. Contractor shall maintain accurate records concerning the provision of behavioral health care services.

(1) Contractor shall have adequate written policies and procedures to discourage soliciting cash or in-kind payments for:

(a) Awarding contracts;

(b) Referring Clients;

(c) Purchasing goods or service;

(d) Submitting fraudulent billing;

(2) Contractor shall maintain and develop adequate written policies and procedures that discourage:

(a) Hiring of persons with a criminal record

(b) Hiring of persons being investigated by Medicare or Medicaid;

(c) Exorbitant signing packages or large signing bonuses;

(d) Premiums or services in return for referral of consumers;

(e) Induce the purchase of items or services; and/or

(f) Use of multiple charge masters or payment schedules:

(i) Self paying clients;

(ii) Medicare/Medicaid paying clients; or

(iii) Personal or private insurance companies .

J. Contractor shall develop an anti-kickback policy to include but, is not limited to:

(1) Implications;

(2) Appropriate uses; and

(3) Application of safe harbors laws.

Additionally, Contractor shall comply with Federal and State anti-kickback statues, as well as the “Physician Self –referral Law” or similar regulations.

K. The following activities are prohibited by law and shall not be engaged in by Contractor:

(1) Making any statement of any kind in claim for benefits which are known or should have been known to be false;

(2) Retain funds from any program for services not eligible;

(3) Pay or offer to pay for referral of individuals for services;

(4) Receive any payment for referral of individual for services;

(5) Conspire to defraud entitlement programs or other responsible employee or contractors;

(6) In any way prevent delay or delay communication of information or records;

(7) Steal any funds or other assets.

L. In addition, Contractor shall ensure that the plan include procedures for the reporting of possible non-compliance and information regarding possible corrective action and/or sanctions which might result from non-compliance.

24. CULTURAL COMPETENCY: Program staff should display non- judgmental, culture-affirming attitudes. Program staff should affirm that clients of ethnic and cultural

communities are accepted and valued. Programs are urged to participate in an annual self-assessment of their cultural proficiency. Program staff shall reflect the diversity of the population served.

SCHEDULE «Schedule_Numbers»

«Agency_Name_ALL_CAPS»

HIV/AIDS ORAL HEALTH CARE (DENTAL) SERVICES

	Budget Period Date of Board Approval Through February 28, 2013
Salaries	$ -0-
Employee Benefits	$ -0-
Travel	$ -0-
Equipment	$ -0-
Supplies	$ -0-
Other	$ -0-
Consultants/Subcontracts	$ -0-
Indirect Cost	$ -0-
TOTAL PROGRAM BUDGET	$ -0-

During the term of this Agreement, any variation to the above budget must have prior written approval of the Division of HIV and STD Program's Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

SCHEDULE «Schedule_Numbers»

«Agency_Name_ALL_CAPS»

HIV/AIDS ORAL HEALTH CARE (DENTAL) SERVICES

	Budget Period March 1, 2013 Through February 28, 2014
Salaries	$ -0-
Employee Benefits	$ -0-
Travel	$ -0-
Equipment	$ -0-
Supplies	$ -0-
Other	$ -0-
Consultants/Subcontracts	$ -0-
Indirect Cost	$ -0-
TOTAL PROGRAM BUDGET	$ -0-

During the term of this Agreement, any variation to the above budget must have prior written approval of the Division of HIV and STD Program's Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

SCHEDULE «Schedule_Numbers»

«Agency_Name_ALL_CAPS»

HIV/AIDS ORAL HEALTH CARE (DENTAL) SERVICES

	Budget Period March 1, 2014 Through February 28, 2015
Salaries	$ -0-
Employee Benefits	$ -0-
Travel	$ -0-
Equipment	$ -0-
Supplies	$ -0-
Other	$ -0-
Consultants/Subcontracts	$ -0-
Indirect Cost	$ -0-
TOTAL PROGRAM BUDGET	$ -0-

During the term of this Agreement, any variation to the above budget must have prior written approval of the Division of HIV and STD Program's Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets

Attachment 1

SERVICE DELIVERY SITE QUESTIONNAIRE

SERVICE DELIVERY SITES

TABLE 1

Site# 1 of 1

1 Agency Name: _____

2 Executive Director: _____

3 Address of Service Delivery Site: _____

_____ California

4 In which Service Planning Area is the service delivery site?

_____ One: Antelope Valley	_____ Two: San Fernando Valley
_____ Three: San Gabriel Valley	_____ Four: Metro Los Angeles
_____ Five: West Los Angeles	_____ Six: South Los Angeles
_____ Seven: East Los Angeles	_____ Eight: South Bay

5 In which Supervisorial District is the service delivery site?

_____ One: Supervisor Molina	_____ Two: Supervisor Ridley-Thomas
_____ Three: Supervisor Yaroslavsky	_____ Four: Supervisor Knabe
_____ Five: Supervisor Antonovich	

6 Based on the number of dental procedures to be provided at this site, what percentage of your allocation is designated to this site? 100%

SERVICE DELIVERY SITE QUESTIONNAIRE

CONTRACT GOALS AND OBJECTIVES

TABLE 2

Date of Board Approval through February 28, 2013

Enter number of Oral Health Care Services Contract Goals and Objective by Service Delivery Site(s).

Please note: "No. of Clients" will refer to the number of **unduplicated** clients.

Contract Goals and Objectives	**Unduplicated Clients**	**Diagnostic Dental Procedures**	**Prophylactic Dental Procedures**	**Dental Procedures**
Service Unit	Contracted No. of Clients	No. of Procedures	No. of Procedures	No. of Dental Procedures
Site # 1	«Min_Unduplicated_Clients_numbers»	«Min_Diagnostic_Dental_numbers»	«Min_Prophylactic_numbers»	«Min_Dental_Procedures_numbers»
Site # 2				
Site # 3				
Site # 4				
Site # 5				
Site # 6				
Site # 7				
Site # 8				
Site # 9				
TOTAL	«Min_Unduplicated_Clients_numbers»	«Min_Diagnostic_Dental_numbers»	«Min_Prophylactic_numbers»	«Min_Dental_Procedures_numbers»

SERVICE DELIVERY SITE QUESTIONNAIRE

CONTRACT GOALS AND OBJECTIVES

TABLE 2

March 1, 2013 through February 28, 2014

Enter number of Oral Health Care Services Contract Goals and Objective by Service Delivery Site(s).

Please note: "No. of Clients" will refer to the number of **unduplicated** clients.

Contract Goals and Objectives	**Unduplicated Clients**	**Diagnostic Dental Procedures**	**Prophylactic Dental Procedures**	**Dental Procedures**
Service Unit	Contracted No. of Clients	No. of Procedures	No. of Procedures	No. of Dental Procedures
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Site # 2				
Site # 3				
Site # 4				
Site # 5				
Site # 6				
Site # 7				
Site # 8				
Site # 9				
TOTAL	«Min_Unduplicated_Clients_numbers»	«Min_Diagnostic_Dental_numbers»	«Min_Prophylactic_numbers»	«Min_Dental_Procedures_numbers»

SERVICE DELIVERY SITE QUESTIONNAIRE

CONTRACT GOALS AND OBJECTIVES

TABLE 2

March 1, 2014 through February 28, 2015

Enter number of Oral Health Care Services Contract Goals and Objective by Service Delivery Site(s).

Please note: "No. of Clients" will refer to the number of **unduplicated** clients.

Contract Goals and Objectives	**Unduplicated Clients**	**Diagnostic Dental Procedures**	**Prophylactic Dental Procedures**	**Dental Procedures**
Service Unit	Contracted No. of Clients	No. of Procedures	No. of Procedures	No. of Dental Procedures
Site # 1	«Min_Unduplicated_Clients_numbers»	«Min_Diagnostic_Dental_numbers»	«Min_Prophylactic_numbers»	«Min_Dental_Procedures_numbers»
Site # 2				
Site # 3				
Site # 4				
Site # 5				
Site # 6				
Site # 7				
Site # 8				
Site # 9				
TOTAL	«Min_Unduplicated_Clients_numbers»	«Min_Diagnostic_Dental_numbers»	«Min_Prophylactic_numbers»	«Min_Dental_Procedures_numbers»

Attachment 2

QM Indicators Part A Services

Service Category	Measure #	Measure
ADAP	1	Percent of ADAP applications approved or denied for new ADAP enrollment within two weeks of ADAP receiving a complete application in the measurement year.
ADAP	2	Percentage of ADAP enrollees who are reviewed for continued ADAP eligibility two or more times in the measurement year.
AOM/MOP	3	Percentage of pregnant women prescribed ARV during the second and third trimester
AOM/MOP	4	Percentage of patients who had two or more CD4 T-cell counts performed at least 3 months apart
AOM/MOP	5	Percentage of patients who had two or more viral load tests performed at least 3 months apart
AOM/MOP	6	Percentage of patients with CD4 T-cell counts <500 cells/mm^3 or an AIDS-defining condition who were prescribed ART
AOM/MOP	7	Percentage of patients with CD4 T-cell count < 200 cells/mm^3 who were prescribed PCP prophylaxis
AOM/MOP	8	Percentage of patients on ART who were assessed for adherence (and counseled if suboptimal adherence) two or more times in the measurement year
AOM/MOP	9	Percentage of female patients who had PAP screen results documented
AOM/MOP	10	Percentage of patients for whom HCV screening was performed and status documented in chart at least once since the diagnosis of HIV-infection
AOM/MOP	11	Percentage of patients with HIV-infection who received HIV risk counseling within the measurement year
AOM/MOP	12	Percentage of patients with HIV-infection on ART who had a lipid panel
AOM/MOP	13	Percentage of patients who received a referral to a dentist at least once during the measurement year
AOM/MOP	14	Percentage of patients who had at least one test for syphilis performed within the measurement year
AOM/MOP	15	Percentage of patients who received testing with results documented for latent tuberculosis infection (LTBI) in the measurement year with any approved test (tuberculin skin test [TST] or interferon gamma release assay [IGRA])
AOM/MOP	16	Percentage of patients with CD4 count < 50 cells/mm^3 who received MAC prophylaxis within measurement year
AOM/MOP	17	Percentage of patients with CD4 count < 50 cells/mm^3 with documented ophthalmology referral within the measurement year
AOM/MOP	18	Percentage of patients who had a test for Chlamydia within the measurement year
AOM/MOP	19	Percentage of adult patients who had a test for gonorrhea within the measurement year
AOM/MOP	20	Percentage of patients who have been assessed for substance use (alcohol and illicit substances) in the measurement year
AOM/MOP	21	Percentage of patients who have had a mental health assessment
AOM/MOP	22	Percentage of patients who have ever been tested for Hepatitis B status and have documented Hep B status in the medical record
AOM/MOP	23	Percentage of patients who completed the vaccination series for Hepatitis B and documentation in chart
AOM/MOP	24	Percentage of patients who ever received screening for *Toxoplasma gondii* as documented in chart

Attachment 2

Service Category	Measure #	Measure
AOM/MOP	25	Percentage of patients who have received complete dosing regimen (two doses) against Hepatitis A
AOM/MOP	26	Percentage of patients who have ever received a pneumococcal vaccination
AOM/MOP	27	Number of patients who received influenza vaccination within the measurement period
AOM/MOP	28	Percentage of patients with HIV and Hepatitis B (HBV) or Hepatitis C (HCV) infection who received alcohol counseling within the measurement year
AOM/MOP	29	Percentage of patients who received tobacco cessation counseling within the measurement year
AOM/MOP	30	Percentage of patients with CD4 count < 50 cells/mm^3 with documented ophthalmology referral within the measurement year
AOM/MOP	31	Left Blank Intentionally
Case Management (CM)	32	Percentage of HIV-infected active CM clients who received an integrated comprehensive care plan within the reporting period.
Case Management (CM)	33	Percentage of HIV-infected active CM clients who had a medical visit at least every 3 months.
Case Management (CM)	34	Percentage of HIV-infected active CM clients who were successfully linked to mental health programs
Case Management (CM)	35	Percentage of HIV-infected active CM clients who were successfully linked to substance abuse programs
Case Management (CM)	36	Percentage of HIV-infected active CMNM clients who were successfully linked to housing programs
Case Management (CM)	37	Percentage of HIV-infected active CMNM clients who were successfully linked to a benefit specialist
Case Management (CM)	38	Percentage of HIV-infected clients who are offered partner services in the reporting period
Case Management, Medical (MCM)	39	Percentage of HIV-infected active MCM clients who had a medical visit at least every 3 months within the reporting period
Case Management, Medical (MCM)	40	Percentage of HIV-infected active MCM clients who had a medical case management care plan documented and updated once every 3 months within a reporting period.
Case Management, Medical (MCM)	41	Percentage of HIV-infected active MCM clients who received an integrated comprehensive care plan within the reporting period.
Case Management, Medical (MCM)	42	Percentage of HIV-infected active MCM clients who adhere to their HIV medication regimen after 3 months of receiving MCM services
CM - Home Based Services	43	Percent of clients who have at least one visit with their primary care provider every 6 months.
CM - Home Based Services	44	Percent of clients who report satisfaction with case management services they received.
Cultural Competency	45	Percentage of staff participation in annual self-assessment of their cultural proficiency.
Hospice and Nursing Facility Services	46	Percent of clients reporting improvement in: (a) control of pain and (b) control of other symptoms noted on intake.
Language Services	47	Percent of trainees are able to pass an exit exam at the conclusion of training.
Language Services	48	Percent of clients report satisfaction with availability and quality of interpreter services they received.

Service Category	Measure #	Measure
Language Services	49	Percent of agencies that report translated documents are returned within contract required times (30 days unless otherwise negotiated between contractors).
Medical Specialty	50	Percent of incoming client referrals processed within one week.
Medical Specialty	51	Percent of medical specialty reports provided to referring clinic within two (2) weeks of client being seen by specialist.
Medical Specialty	52	Percent of records with type of Medical Specialty service provided documented.
Medical Specialty	53	Percent of medical specialty reports provided to referring clinic within two weeks of client being seen by specialist.
Mental Health – Psychiatric Treatment	54	Percentage of clients who have a baseline psychiatric history performed including psychiatric treatment history, psychiatric hospitalizations and past psychiatric medications
Mental Health – Psychiatric Treatment	55	Percentage of clients who had a baseline assessment of dangerousness performed and documented in the clients' records including history of suicidality and homicidality, as well as well as current suicidal and homicidal ideation or potential.
Mental Health – Psychiatric Treatment	56	Percentage of clients who have at least one medical visit with their primary care provider at least once every six months
Mental Health – Psychiatric Treatment	57	Percentage of clients who were reassessed for ARV status at least once every six months
Mental Health – Psychiatric Treatment	58	Percentage of clients who have a viral load and CD4 count at least once every six months
Mental Health Services - Psychotherapy	59	Percentage of clients who had a psychosocial assessment performed annually and documented in the clients' records.
Mental Health Services - Psychotherapy	60	Percent of clients had an assessment of current medications performed and documented in the clients' records as part of the initial assessment.
Mental Health Services - Psychotherapy	61	Percentage clients who have a cognitive assessment performed at least once a year using a Mini Mental Status exam or other appropriate methodology that assesses orientation, registration and recall, attention/calculation and language
Nutrition Support	62	Percent of clients reporting services they received were respectful and appropriate.
Oral Health	63	Percentage of oral health clients who had a health history (initial or updated) at least once in the measurement year.
Oral Health	64	Percentage of oral health clients who had a documented dental treatment plan in the measurement year.
Oral Health	65	Percentage of oral health clients who received oral health education at least once in the measurement year.
Oral Health	66	Percentage of oral health clients who had a periodontal examination at least once in the measurement year.
Oral Health	67	Percentage of clients with a Phase I dental treatment plan that is completed within 12 months of initiation in the measurement year.
Oral Health – Endodontics	68	Percentage of clients who completed a root canal procedure within the measurement year.
Oral Health – Endodontics	69	The ratio of clients who completed a root canal procedure and clients who had an extraction.
Substance Abuse Services	70	Percent of clients who have at least one medical visit with their primary health care provider during the substance abuse treatment period.

Attachment 2

Service Category	Measure #	Measure
Substance Abuse Services	71	Percentage of clients who had an assessment for substance use disorders performed at least once a year that includes history of substance use, identifying first, last and current substance use, as well as type, frequency and route of use.
Substance Abuse Services	72	Percent of clients who have completed their prescribed length of treatment and received the number of individual counseling sessions described in the individual treatment plan.
Substance Abuse Services	73	Percent of clients completing the course of substance abuse treatment described in their individual plan that are successfully referred to the appropriate next level of care.
Transportation	74	Percent of client satisfaction survey conducted at a minimum quarterly, to address the issues of: (1) Passengers are treated respectfully (2) Passengers are picked up in a timely manner (3) Passengers are delivered to correct address.
Transportation	75	Percent of clients surveyed who report satisfaction with the services received.

ATTACHMENT A

SOLE SOURCE CHECKLIST
CITY OF PASADENA;JWCH INSTITUTE, INC.; WATTS HEALTHCARE CORPORATION

Check (✓)	**JUSTIFICATION FOR SOLE SOURCE PROCUREMENT OF SERVICES** ***Identify applicable justification and provide documentation for each checked item.***
	➢ Only one bona fide source for the service exists; performance and price competition are not available.
	➢ Quick action is required (emergency situation)
	➢ Proposals have been solicited but no satisfactory proposals were received.
	➢ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	➢ Maintenance service agreements exist on equipment which must be serviced by the authorized manufacturer's service representatives.
	➢ It is most cost-effective to obtain services by exercising an option under an existing contract.
	➢ It is the best interest of the County (e.g., administrative cost savings, too long a learning curve for a new service provider, etc.).
✓	➢ Other reason. Please explain: In the absence of an oral health care services solicitation, the Department of Public Health (DPH) sought to address the critical demand for oral health care by providing increased funds to existing oral health care providers. Existing providers were queried about their ability to expand service delivery and two of the existing eight providers (AIDS Project Los Angeles [APLA] and AltaMed) indicated they could accommodate expansion. The remaining six providers determined they either did not have the capacity to expand service delivery and/or were not interested in expansion. Although APLA and AltaMed's ability to expand oral health care services is significant, oral health care would continue to remain inaccessible to approximately 10,000 HIV positive County residents; therefore, new providers would need to be quickly identified and engaged in delivering services to help close the gap. A countywide search utilizing the Department of Public Social Services' Public Private Partners (PPP) directory was conducted to identify potential oral health care providers within identified geographic areas of need that could provide services and that had demonstrated successful experience working with the target population. In an effort to align oral health care services with medical provider sites, DPH sought to expand services with PPP sites that already provide medical and oral health care services through other payer sources (Medi-Cal, Medicare, Healthy Way Los Angeles). This

	assessment resulted in the identification of the City of Pasadena, JWCH Institute, Inc., and Watts Healthcare Corporation. These three sole source agreements will allow for immediate implementation of the Commission on HIV's prioritization of increased oral health care services and provide much needed preventative, restorative, surgical, and prosthetic dental services to eligible clients.
	Sheila Shima Deputy Chief Executive Officer, CEO 4/16/12 Date